

Exhibit 1



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 SIX4THREE, LLC, a Delaware  
 limited liability company

SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF SAN MATEO

SIX4THREE, LLC, a Delaware limited  
 liability company,

Plaintiff,

v.

FACEBOOK, INC., a Delaware corporation  
 and DOES 1 through 50, inclusive

Defendants.

Case No. CIV 533328

SECOND AMENDED COMPLAINT OF  
 PLAINTIFF, SIX4THREE, LLC, FOR  
 INJUNCTION AND DAMAGES FOR:  
 1. VIOLATION OF CALIFORNIA  
 BUSINESS AND PROFESSIONS CODE  
 §§ 17200 ET SEQ.;  
 2. PROMISSORY ESTOPPEL;  
 3. NEGLIGENT MISREPRESENTATION;  
 4. INTENTIONAL INTERFERENCE  
 WITH CONTRACT; AND  
 5. INTENTIONAL INTERFERENCE  
 WITH PROSPECTIVE BUSINESS  
 RELATIONS.

Plaintiff, Six4Three, LLC, alleges as follows:

1. This matter concerns Defendant Facebook, Inc.'s campaign of promises,  
 enticements, and representations to third-party software developers ("Developers") such as



1 Plaintiff Six4Three, LLC (“643”), to develop applications for Facebook, based on Facebook’s  
2 representations that Developers would have a level playing field, fair competition, and an  
3 opportunity to grow their business. Facebook’s campaign was part of a calculated strategy to  
4 drive Facebook’s own growth by leveraging the hard work of Developers. But once Facebook  
5 decided it would prefer to no longer compete with Developers, it abruptly reversed course, and  
6 broke its promise of fair competition in Facebook’s platform. Facebook’s conduct here is a classic  
7 “bait and switch” tactic that is barred by California law, as detailed below.

### 8 PARTIES

9 2. Plaintiff 643 is a Delaware Limited Liability Corporation with a principal place of  
10 business at 535 Mission Street, 14th Floor, San Francisco, California.

11 3. On information and belief, Defendant Facebook, Inc., is a Delaware Corporation  
12 with a principal place of business of One Hacker Way, Menlo Park, California.

13 4. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein  
14 as Does 1 through 50, inclusive, and each of them, and therefore sues said Defendants by such  
15 fictitious names. Plaintiff will amend this complaint when the true names and capacities of said  
16 Defendants have been ascertained. Plaintiff is informed and believes and thereon alleges, that  
17 Defendants Does 1 through 50, inclusive, and each of them, are legally responsible in some  
18 manner for the events and happenings referred to herein and proximately caused or contributed to  
19 the injuries to Plaintiff as hereinafter alleged. Wherever in this complaint any Defendant is the  
20 subject of any charging allegation by Plaintiff, it shall be deemed that said Defendants Does 1  
21 through 50, inclusive, and each of them, are likewise the subjects of said charging allegation.

22 5. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
23 mentioned, each of the Defendants was the agent and employee of each of the remaining  
24 Defendants and, in doing the things herein alleged, was acting within the course and scope of said  
25 agency and employment.

### 26 FACTS

27 6. 643 is an image pattern recognition startup company.  
28



1           7.       Facebook operates a social networking service that enables users to connect and  
2 share information with their friends and family.

3           8.       Facebook refers to the network of relationships between its users as the “Graph” or  
4 the “Social Graph.”

5           9.       The Facebook Developer Platform (also called “Facebook Platform”) enables  
6 Developers to make their applications and other services available to Facebook users.

7           **I. LAUNCH OF FACEBOOK PLATFORM IN 2007**

8           10.      At 3PM PDT on May 24, 2007, Mark Zuckerberg, Facebook Founder and CEO,  
9 made a self-described revolutionary announcement to a crowded room of software developers in  
10 San Francisco. Zuckerberg announced the launch of Facebook Platform, which he had described  
11 weeks earlier in an interview with Fortune magazine as “the most powerful distribution  
12 mechanism that’s been created in a generation.”<sup>1</sup> He went on in the Fortune interview to describe  
13 the motivation for creating Facebook Platform in this way: “We want to make Facebook into  
14 something of an operating system so you can run full applications,” specifying that this  
15 development was the internet-equivalent to what Microsoft did with Windows, which allowed  
16 other developers to build applications for PCs. (See  
17 <http://archive.fortune.com/2007/05/24/technology/facebook.fortune/index.htm>.)

18           11.      In fact, Zuckerberg’s first demonstration of Facebook Platform was purportedly to  
19 Bill Gates in early May 2007. Microsoft and Facebook had reached an agreement for Microsoft to  
20 purchase banner ads on Facebook in which Microsoft had guaranteed Facebook a minimum of  
21 \$100 million per year through 2011. Facebook Platform was positioned by Facebook to Microsoft  
22 as the driving force behind meeting Facebook’s ambitious growth metrics. At the time of this  
23 announcement, Facebook had just exceeded 20 million active users and had raised only \$37.7  
24 million in venture capital investment. Even at this modest point in Facebook’s growth, its photo  
25 sharing application was the largest photo application on the Internet, and according to Facebook’s  
26

27 <sup>1</sup> In the quoted text here and elsewhere in the Second Amended Complaint, representations by  
28 Facebook or its employees have been underlined for emphasis.



1 own internal statistics, drew more than twice the traffic of the next three photo sites combined at  
2 the time of the May 24, 2007 announcement of Facebook Platform.

3 12. Zuckerberg announced that the three key elements of Facebook Platform were  
4 “deep integration, mass distribution, and new opportunity.” These were three key themes he  
5 would repeat throughout the day and for years to come in numerous public conversations and  
6 presentations. (See <https://gigaom.com/2007/05/24/live-at-the-facebook-launch/>.)

7 13. Thus, Zuckerberg made three distinct promises: (1) promise of deep integration  
8 with Facebook’s social graph; (2) promise of Facebook’s support in achieving mass distribution  
9 of developer applications; and (3) promise of an opportunity to build a business on Facebook.

10 14. By 8PM that evening, these key elements were memorialized on Facebook’s  
11 website with the official announcement “Facebook Platform Launches”, stating “You can now  
12 build applications that have the same access to integration into the social graph as Facebook  
13 applications, such as photos, notes, and events.... The power of mass distribution is now in your  
14 hands. You can gain distribution for your applications through the social graph like never before.  
15 Applications can be virally engineered to reach millions of Facebook users quickly and efficiently  
16 through the profile, news feed, and mini-feed.... With access to deep integration into the site, and  
17 mass distribution through the social graph comes a new opportunity for you to build a business  
18 with your application. You are free to monetize your canvas pages through advertising or other  
19 transactions that you control.” (See Facebook Platform Launches,  
20 [http://web.archive.org/web/20070706002021/http://developers.facebook.com/news.php?blog=1&](http://web.archive.org/web/20070706002021/http://developers.facebook.com/news.php?blog=1&story=21)  
21 [story=21](http://web.archive.org/web/20070706002021/http://developers.facebook.com/news.php?blog=1&story=21)).

22 15. Facebook’s announcement thus promised that (1) developers have “same access to  
23 integration” for applications such as photos and notes as Facebook employees; (2) developers are  
24 able to distribute applications through Facebook Platform; and (3) developers are able to  
25 monetize applications through Facebook Platform.

26 16. Zuckerberg went on to say: “The social graph is our base, and we’ve built a  
27 framework that is completely optimized for developing social applications within our  
28 environment.... We believe that there is more value for everyone in letting other people develop



1 applications on top of the base we've built than we could ever possibly provide on our own....  
2 This is good for us because if developers build great applications then they're providing a service  
3 to our users and strengthening the social graph.... This is a big opportunity. We provide the  
4 integration and distribution and developers provide the applications. We help users share more  
5 information and together we benefit."

6 17. Zuckerberg thus promised that Facebook is committed long term to serving as a  
7 platform that lets developers build applications on a level playing field because it is a big  
8 opportunity for everyone.

9 18. Zuckerberg then announced that Facebook had been working with over 70  
10 developers in anticipation of the launch of Facebook Platform, including Amazon, Forbes, iLike,  
11 Lending Club, Microsoft, Obama for America, Photobucket, Red Bull, Twitter, Uber, Virgin  
12 Mobile USA, Warner Bros, Washington Post, and many others. (See live blog of F8 event from  
13 leading Internet blogger, Mashable, at [http://mashable.com/2007/05/24/facebook-f8-](http://mashable.com/2007/05/24/facebook-f8-live/#CifbgFfPV5q0)  
14 [live/#CifbgFfPV5q0](http://mashable.com/2007/05/24/facebook-f8-live/#CifbgFfPV5q0).)

15 19. Around 4PM during Zuckerberg's presentation, he announced 5 case studies from  
16 these early developer partners aimed at showing how easy it was for all developers to integrate  
17 with Facebook Platform. Zuckerberg distributed case studies from Red Bull, Box.net, Lending  
18 Club, Microsoft and Slide.com. Zuckerberg continued to emphasize during this public, annual  
19 keynote to Developers that Facebook Platform is the single biggest and most revolutionary  
20 change to Facebook since its inception, stating: "Every once in a while a platform comes along  
21 that allows people to build a completely new application—sometimes even starts new industries."  
22 (See <https://gigaom.com/2007/05/24/live-at-the-facebook-launch/>.)

23 20. GigaOm, a leading Internet blogger, live blogged the event and further quoted  
24 Zuckerberg as saying: "With photo-sharing, he explained, 'it's not just the photos that spread, it's  
25 the whole photos application'. Third-party applications won't be treated like second-class citizens  
26 on Facebook, he says; users can add them to their profiles and drag them and drop them to their  
27 content. Applications can use Flash, JavaScript, and Silverlight if a user approves them. Outside  
28 applications can issue unlimited notifications to users, and fit into the Facebook environment by



1 accessing a ‘friend selector’ that spits out each users’ connections. Now Zuckerberg says you can  
 2 serve ads on your app pages and keep all the revenue, sell them yourselves or use a network, and  
 3 process transactions within the site, keeping all the revenue without diverting users off  
 4 Facebook.” (See <https://gigaom.com/2007/05/24/live-at-the-facebook-launch/>.)

5 21. Zuckerberg thus promised that (1) developer applications won’t be “second class  
 6 citizens”; (2) developer applications can access a user’s connections and related user data made  
 7 available in the social graph; and (3) developer applications can sell ads through the Facebook  
 8 Platform.

9 22. This grandiose language from Zuckerberg obviously sparked substantial questions  
 10 from the developer community so by 4:20PM pacific (1 hour and 20 minutes after the keynote  
 11 had started), Facebook had released the official “Facebook Platform FAQ”, which was being  
 12 circulated among bloggers to educate developers further on this announcement. (See Exhibit 1,  
 13 Facebook F8 and Platform FAQ.) The Facebook Platform FAQ states, among other things:

14 **What is Facebook Platform?** Facebook Platform is a development system that enables  
 15 companies and developers to build applications for the Facebook website, where all of  
 16 Facebook’s 24 million active users can interact with them. Facebook Platform offers deep  
 17 integration in the Facebook website, distribution through the social graph and an  
 18 opportunity to build a business.

19 \* \* \*

20 **What’s new in Facebook Platform?** We’ve been adding functionality since Facebook  
 21 Platform first shipped in beta in August 2006. With the latest evolution of Facebook  
 22 Platform however, third-party developers can now create applications on the Facebook  
 23 site with the same level of integration as applications built by internal Facebook  
 24 developers. Now developers everywhere have the ability to create Facebook applications  
 25 that deeply integrate into the Facebook site, as well as the potential for mass distribution  
 26 through the social graph and new business opportunities.

27 **Why did Facebook launch Facebook Platform?** Our engineers have created great  
 28 applications for Facebook, but we recognized that third-party developers can help us make



1 Facebook an even more powerful social utility. Facebook Platform gives developers  
2 everywhere the tools to create applications that we just wouldn't have the resources to  
3 build in-house, and those applications make Facebook an even better way for our users to  
4 exchange information. Developers also benefit from the Facebook Platform as it gives  
5 them the potential to broadly distribute their applications and even build new business  
6 opportunities.

7 **What kinds of applications can be built on Facebook Platform?** The kinds of  
8 applications developers can build on Facebook Platform are limited only by their  
9 imaginings. Because applications are based on the Facebook social graph they can be  
10 more relevant to users, keeping people in touch with what and whom they care about.

11 We've already seen a variety of applications built by our developer partners, including  
12 those for sharing media files, book reviews, slideshows and more. Some of the  
13 possibilities of Facebook applications are illustrated in the Facebook Platform Application  
14 Directory, available at <http://facebook.com/apps>.

15 **Are there any restrictions on what developers can build?** Developers are encouraged  
16 to exercise their creativity when building applications. Of course, all applications are  
17 subject to the Terms of Service that every developer agrees to, which include basic  
18 requirements such as not storing any sensitive user information, not creating any offensive  
19 or illegal applications, and not building anything that phishes or spams users. And users  
20 will always have the power to report any applications that compromise Facebook's trusted  
21 environment, keeping our users' information safe.

22 \* \* \*

23 **How will Facebook deal with applications that compete with one another or even**  
24 **compete with Facebook-built applications?** We welcome developers with competing  
25 applications, including developers whose applications might compete with Facebook-built  
26 applications. Many applications are likely to offer similar features. We've designed  
27 Facebook Platform so that applications from third-party developers are on a level playing  
28 field with applications built by Facebook. Ultimately, our users will decide which



1 applications they find most useful, and it is these applications that will become the most  
 2 popular.

3 \* \* \*

4 **Can Facebook applications include ads?** We want to enable developers to build a  
 5 business on their Facebook applications, so we're giving developers the freedom to  
 6 monetize their applications as they like. Developers can include advertising on their  
 7 applications' canvas pages , though no advertising will be allowed within the application  
 8 boxes that appear within user profiles.

9 **Are you going to share revenue with developers?** While revenue sharing is not  
 10 available at launch, we are looking into ways to share advertising revenue with  
 11 developers. The version of Facebook Platform already lets developers monetize their  
 12 applications as they like, whether they choose to offer it for free or to build a business on  
 13 their application.

14 23. In sum, these representations by Facebook reflected the following promises to  
 15 Developers:

- 16 a. Developers would have "deep integration";
- 17 b. Developers would have access to the "social graph";
- 18 c. Developers would have "an opportunity to build a business."
- 19 d. Developers would have the same level of integration and ability to develop apps in
- 20 the same manner as internal Facebook employees;
- 21 e. Facebook will provide adequate tools necessary for Developers to build their
- 22 applications;
- 23 f. Facebook will help Developers achieve broad distribution of their applications;
- 24 g. so long as applications abide by Terms of Service (e.g. are not offensive or
- 25 unlawful), Facebook will be neutral as to the applications built on its operating
- 26 system;



- h. any application that does not violate Terms of Service, phish or spam users, contain offensive material, or break the law shall be accepted in Facebook Platform;
- i. competing applications are welcome on Facebook's operating system;
- j. Facebook will remain neutral among competing applications;
- k. Facebook will remain neutral among its own applications and those of developers regardless of whether they compete or not;
- l. applications similar in purpose and content will be allowed to compete on a "level playing field"
- m. "level playing field" constitutes a definition of fairness in market competition, and that definition of fairness means that ultimately users will decide which applications win the market, not Facebook or other third parties;
- n. implicit in this definition of fairness based on user decision is the necessary consequence that Facebook shall take no actions to promote its own applications or preferred applications from companies that have a special relationship with Facebook in order to slant this playing field in a manner that makes it less likely for users ultimately to decide the winner;
- o. Facebook will enable Developers to build businesses on their operating system by directly monetizing their applications on Facebook;
- p. Developers will be able to sell ads on their application pages; and
- q. Developers will have a choice as to whether they monetize their application on Facebook's operating system.

## **II. DEVELOPERS RESPONDED ENTHUSIASTICALLY TO THE LAUNCH OF FACEBOOK PLATFORM, JUST AS FACEBOOK INTENDED**

24. The blogging community went into an immediate and prolonged frenzy over this announcement. Paul B. Allen, founder of Ancestry.com and well known Internet blogger, summed up the general sentiment expressed by countless bloggers when he wrote that same day, "I saw history in the making today...I was lucky enough to be in San Francisco for the Facebook



1 f8 Platform launch event. This announcement was at least an 8.0 on the Richter scale. It was a  
2 whopper.... A huge new opportunity was presented to the few hundred people in the room,  
3 including 65 companies that have spent the last few weeks developing applications for the launch  
4 of Facebook Platform. Facebook is inviting anyone to develop applications for their users on top  
5 of what Mark calls their “social graph” – the core of their service which basically keeps track of  
6 real people and their real connections to each other....[Facebook’s] growth will be dramatically  
7 accelerated by the Platform announcement. If Facebook is adding 100,000 new users per day with  
8 its own few simple applications (like its photo sharing, a very simple service that has given  
9 Facebook twice as many photos as all other photo sharing sites combined), what will happen  
10 when thousands or tens of thousands of developers start building apps in Facebook and marketing  
11 them to more users? Facebook will reach 50 million, then 100 million, then 200 million users, and  
12 beyond. Rather than continue to try to develop features within its own proprietary, closed  
13 network, basically keeping all of its users to itself...Facebook intuitively gets the concepts that  
14 are so brilliantly discussed in Wikinomics (which are so non-intuitive to old schools business  
15 types), and has chosen to open up its network for all to participate in...Application developers  
16 can now have access to core Facebook features, such as user profiles and user connections, and  
17 even publishing to the News Feed, all with the control and permission of Facebook users...When  
18 Facebook has 100 million users, in the not too distant future, having the ability to develop an App  
19 in their system will almost be like being able to get a link on Google’s own home page.” (See  
20 <http://www.paulallen.net/prediction-facebook-will-be-the-largest-social-network-in-the-world/>.)

21 25. To Developers, Facebook Platform represented not just an entire new operating  
22 system, but an ecosystem that could potentially reorganize the entire Internet (potentially  
23 replacing Google). The sentiment amongst Developers, as widely held throughout the industry  
24 and reported by popular sites like TechCrunch ([http://techcrunch.com/2007/05/24/facebook-](http://techcrunch.com/2007/05/24/facebook-launches-facebook-platform-they-are-the-anti-myspace/)  
25 [launches-facebook-platform-they-are-the-anti-myspace/](http://techcrunch.com/2007/05/24/facebook-launches-facebook-platform-they-are-the-anti-myspace/)) and the Wall Street Journal  
26 ([http://www.wsj.com/public/article/SB117971397890009177-](http://www.wsj.com/public/article/SB117971397890009177-wjdKpmjAqS_9ZZbwiRp_CoSqvWQ_20070620.html)  
27 [wjdKpmjAqS\\_9ZZbwiRp\\_CoSqvWQ\\_20070620.html](http://www.wsj.com/public/article/SB117971397890009177-wjdKpmjAqS_9ZZbwiRp_CoSqvWQ_20070620.html)), was that if you aren’t building for  
28 Facebook, you will be left behind.



1           26.     Facebook and the Developers who were selected to participate in the private beta  
2 of Facebook Platform quickly set out to make Developers comfortable with this grandiose vision  
3 and create a level of comfort to induce them to participate in this entirely new industry. For  
4 instance, on May 29, 2007, just five days after Zuckerberg's announcement of Facebook  
5 Platform, Venture Beat, the popular tech blog, did a Q&A with iLike founder, Ali Partovi, who  
6 was also an early advisor and shareholder of Facebook. iLike was the first successful application  
7 on Facebook Platform and for quite some time was the largest music application on the Facebook  
8 Platform. iLike was purchased by MySpace in 2009.

9           Tell me about your experiences with Platform so far. You've been working on putting  
10 iLike on Facebook for several months now. Yet on the integration since Friday morning,  
11 there have been bugs and other issues on iLike's end. What's the status?

12          Partovi: So, first to give you the back-story on how we got involved. Over the past several  
13 months, we've pushed and pushed with Facebook asking for some sort of exclusive  
14 relationship. They repeatedly said they won't do an exclusive relationship but would  
15 rather create a level playing field where we could compete with other third parties. We  
16 then gave up a bit, and we were actually a bit late to the game learning about the platform  
17 in detail. But when we finally did get access, our President, Hadi Partovi (my twin  
18 brother) took very little time to decide this was a huge strategic priority. That was a month  
19 ago. We re-prioritized everything else, and started moving our people off other projects  
20 onto this. First two or three people, then a few more, and by the end it was a huge group of  
21 engineers pulling back-to-back all-nighters for a week-long sprint to the launch.

22          What made iLike think that Facebook Platform would be a big deal? What stood out about  
23 it?

24          Hadi has a strong background in the concept of platforms...at 24 he became the head of  
25 product management in the IE group at Microsoft, and was a key player in the browser  
26 wars. A month ago, even though the Facebook Platform wasn't fully fleshed out, he saw  
27 just from the early beginnings of it that this could redefine web development. What he  
28 said was, 'in the history of computing, there was the personal computer, there was



1 Windows, there was the web, and now the Facebook Platform'. You can imagine that I  
2 and most our company was pretty skeptical. But he makes these calls so we followed him.  
3 As to what stood out, it's a combination of three things: (1) the technology itself –  
4 Facebook Platform, like any platform, offers the developer building blocks to build apps  
5 faster than they could if they were starting from scratch, and to tap into a rich source of  
6 data & capabilities that would never otherwise be available; (2) the potential for viral  
7 spread – due to the way the Facebook news feed works, an app can spread across the  
8 community entirely by viral spread, as friends get notified when one person adopts  
9 it...this essentially bypasses the idea of trying to make your app 'viral' as a standalone,  
10 because Facebook is itself naturally viral; (3) the rhetoric from the Facebook management  
11 team, starting from the CEO himself, made it clear that they have a long-term  
12 commitment to a level playing field. For example, they absolutely refused to give us any  
13 special advantage, insisting that the market needs to see a level playing field...we offered  
14 them ownership in our company, money, etc – but they had no interest. Furthermore, they  
15 built and launched their own 'video' app, but left it to 'compete' on its own merits  
16 alongside other third-party apps rather than making it 'pre-installed' for all Facebook  
17 users. So #1 and #2 made this something we had to jump on, and #3 made us comfortable  
18 with the long-term strategic implications . (See [http://venturebeat.com/2007/05/29/qa-](http://venturebeat.com/2007/05/29/qa-with-ilikes-ali-partovi-on-facebook/)  
19 [with-ilikes-ali-partovi-on-facebook/](http://venturebeat.com/2007/05/29/qa-with-ilikes-ali-partovi-on-facebook/).)

20 27. Partovi's comments immediately following Zuckerberg's announcement serve  
21 both to reflect the general sentiment held by Developers – that Facebook had made clear its long  
22 term commitment to a level playing field for Developers – and to show how Facebook's allies  
23 (Partovi was an early advisor and shareholder after all), were committed to helping Facebook  
24 grow its new operating system quickly and induce developers to participate with large  
25 investments of capital. After all, iLike saw massive growth in the two years following its decision  
26 to build on the Facebook Platform and was ultimately acquired by MySpace in 2009 in large part  
27 due to that growth.  
28



**III. FACEBOOK CONTINUED TO ACTIVELY PROMOTE FACEBOOK  
PLATFORM TO DEVELOPERS**

28. Three days after Partovi's Q&A with Venture Beat, on June 1, 2007 Facebook released its own statement further clarifying its intentions with Facebook Platform, entitled "Platform is Here".

"Last Friday, we promised more information, so here it is.... With this evolution of Facebook Platform, we've made it so that any developer can build the same applications that we can. And by that, we mean that they can integrate their application into Facebook—into the social graph—the same way that our applications like Photos and Notes are integrated." (See <https://www.facebook.com/notes/facebook/platform-is-here/2437282130/>)

29. Thus Facebook promised that developers will be able to build applications in the same way that Facebook can by accessing the social graph.

30. As recently as February 23, 2016, this representation remained available on Facebook's web page.

31. Throughout the summer of 2007 Facebook remained on the offensive about its long-term commitment to developers on Facebook Platform. Facebook held numerous Hackathons and Developer Meetups in various cities to introduce new developers to Facebook Platform, it launched a Developer Feed and Wiki on its website to educate the Developer community on the benefits of Facebook Platform and help them more seamlessly invest their capital and resources towards building applications on the Facebook Platform. Facebook also held contests with prizes for developers. Zuckerberg continued to emphasize the revolutionary impact Facebook Platform would have on the Internet as a whole during this time. For instance, on July 17, 2007, Zuckerberg was interviewed by Time Magazine:

**Time:** the frenzy surrounding Facebook seems to have intensified quite dramatically over the past several months. What do you think is behind the company's newfound cachet?

**Zuckerberg:** I think the most recent surge, at least in the press, is around the launch of Facebook Platform. For the first time we're allowing developers who don't work at



1 Facebook to develop applications just as if they were. That's a big deal because it means  
 2 that all developers have a new way of doing business if they choose to take advantage of  
 3 it. There are whole companies that are forming whose only product is a Facebook  
 4 Platform application. That provides an opportunity for them, it provides an opportunity for  
 5 people who want to make money by investing in those companies, and I think that's  
 6 something that's pretty exciting to the business community. ” (See  
 7 <http://content.time.com/time/business/article/0,8599,1644040,00.html>)

8 32. In these public statements to Time Magazine, Zuckerberg made at least four  
 9 distinct promises: (1) Facebook would allow developers to build applications as if they were  
 10 developers employed by Facebook; (2) Facebook would offer developers on Facebook Platform a  
 11 new way of doing business; (3) Facebook would support an ecosystem where entire companies  
 12 could be formed whose sole business activity was within the Facebook Platform ecosystem; (4)  
 13 Facebook would support an ecosystem where investors could reasonably rely on Facebook to  
 14 make money by investing in companies solely devoted to the Facebook Platform ecosystem.

15 33. Then on September 17, 2007, Facebook went even further by setting up a \$10  
 16 million fund exclusively devoted to providing grants to developers to build on Facebook  
 17 Platform. Facebook and its partners in the fund would not even take equity in the developer; they  
 18 were offering free money to build applications on Facebook Platform with the only commitments  
 19 being that the grantee use the money to build on Facebook Platform and that Facebook's partners  
 20 would have the opportunity to invest first if they were interested in doing so. When asked why  
 21 Facebook was forming this fund, it replied: “We are forming this fund to help grow the Facebook  
 22 application ecosystem. By decreasing the barrier to start a company, we hope to entice an even  
 23 larger group of people to become entrepreneurs and build a compelling business on Facebook  
 24 Platform. We hope this is also a funding model that other venture capitalists will follow. ” (See  
 25 <http://500hats.typepad.com/500blogs/2007/09/facebook-announ.html>.)

26 34. Facebook's conduct in providing free money to developers to build applications on  
 27 Facebook Platform implies a specific promise that it will support developers' opportunity to  
 28 “build a compelling business on Facebook Platform” and that it is committed long term to the



1 stability of Facebook platform as an ecosystem that can support substantial investment and where  
2 investors who participate in that ecosystem can expect a level playing field upon which to  
3 generate a return on that investment.

4 35. Indeed, others were quick to follow Facebook's lead in making investors  
5 comfortable with supporting this new industry with large sums of capital. Numerous venture  
6 capital firms or funds were soon after established that invested solely in Facebook applications. In  
7 September 2007, Wired Magazine reported the following: "And by turning itself into a platform  
8 for new applications, Facebook has launched a whole new branch of the software development  
9 industry, just like Bill Gates did with MS-DOS in the 1980s. By allowing developers to charge  
10 for their wares or collect the advertising revenue they generate, Zuckerberg set up a system for  
11 every programmer to get paid for their efforts. Now venture capitalists like Bay Partners are  
12 scrambling to fund almost anyone who has an idea for a Facebook application." (See  
13 [https://archive.wired.com/techbiz/startups/news/2007/09/ff\\_facebook?currentPage=all](https://archive.wired.com/techbiz/startups/news/2007/09/ff_facebook?currentPage=all).)

14 36. As a result of Facebook and its partners tremendous efforts in inducing Developers  
15 to build applications on Facebook Platform and promising them the opportunity to build entire  
16 industries, new sectors of investment and new types of applications, Facebook Platform quickly  
17 became, in the words of AdWeek, "the most viral software distribution system ever". The overall  
18 traffic to Facebook increased by one third within a mere three weeks of the announcement. By  
19 December, the Facebook user base had gone from 24 million at the time of the announcement to  
20 58 million, a 141% increase. Where Facebook had been adding about 100,000 new users per day  
21 prior to Facebook Platform, it was now adding more than 250,000 users per day. (See  
22 <http://www.adweek.com/socialtimes/top-10-facebook-stories-of-2007/211540>.)

23 37. While it touted Facebook Platform to Developers around the world, Facebook did  
24 not state or imply that access to Facebook Platform might later be rescinded or provided on an  
25 unequal basis.

26 38. By the end of 2009, in large part due to the Facebook Platform's success in  
27 inducing developers to make investments in this new ecosystem, Facebook's user growth had  
28



1 skyrocketed from 24 million active users at the time of the announcement of Facebook Platform  
2 in May 2007 to over 350 million users in December 2009.

3 39. In late 2009, Facebook released a document “A Look Back on the App Economy  
4 of Facebook in 2009,” in which it cited numerous success stories. For instance, Facebook app  
5 Playfish was acquired by Electronic Arts that year for no less than \$275 million. Watercooler, a  
6 leading fantasy sports application on the Facebook Platform, successfully raised \$5.5 million to  
7 fuel its growth. Weardrobe was acquired by Like.com for an undisclosed sum. The document,  
8 published by the Director of the Facebook Developer Network, ended: “We’d like to say thank  
9 you to the developers and entrepreneurs who make up the Facebook Platform ecosystem and  
10 congratulations on your accomplishments in 2009.” (See  
11 [http://web.archive.org/web/20091223055629/http://developers.facebook.com/news.php?blog=1&](http://web.archive.org/web/20091223055629/http://developers.facebook.com/news.php?blog=1&story=351)  
12 [story=351](http://web.archive.org/web/20091223055629/http://developers.facebook.com/news.php?blog=1&story=351).)

#### 13 **IV. FACEBOOK LAUNCHED GRAPH API IN 2010**

14 40. On or about April 21, 2010, Facebook announced the launch of Graph Application  
15 Programming Interface (“Graph API”) as a key new component of Facebook Platform at its  
16 developer conference. Graph API allows Developers, with the consent of a Facebook user, to read  
17 data from and write data to Facebook.

18 41. Developers can only access Facebook content (referred to as “endpoints”) with  
19 explicit permission from the user. Examples of endpoints include a user’s birthdate, favorite  
20 athletes, or photos.

21 42. Graph API also permits access to endpoints regarding a user’s friends. One such  
22 endpoint is the set of photos that a user’s friends had chosen to share with that user (the “Friends’  
23 Photos Endpoint”). A user’s friends can control access to their photos and other endpoints by  
24 Developers even if they are not users of the Developer’s application.

25 43. By granting Developers access to the Friends’ Photos Endpoint, Facebook allowed  
26 Developers to build applications that enabled a Facebook user to search the user’s friends’ photos  
27 via a Facebook Platform application, assuming the user’s friend explicitly provided such  
28 permission. A user’s friend had complete control over the permission settings. For instance, the



1 user's friend could provide access to all or no developers or to specific developers but not others,  
2 as the user's friend saw fit.

3 44. During the announcement of Graph API, Facebook touted several features of  
4 Graph API in order to increase its appeal to Developers such as 643.

5 45. Specifically, at the F8 Conference 2010, Zuckerberg announced: "The open graph  
6 puts people at the center of the web – it means that the web can become a set of personally and  
7 meaningfully semantic connections between people... Three years ago at our first F8 we launched  
8 Facebook Platform, and together we all started an industry... We think what we have to show you  
9 today will be the most transformative thing we've ever done for the web... Use the open graph to  
10 make it so that people can have instantly social and personalized experiences everywhere they go.  
11 We're gonna be announcing a few pieces of new technology that make this possible – the first is  
12 the Graph API – makes it completely simple to read connections to Facebook's map of the  
13 graph... implemented on top of an open standard." (See  
14 <https://www.youtube.com/watch?v=4SOcRKINiSM>.)

15 46. After Zuckerberg completed his keynote at F8 2010, Bret Taylor, a Facebook  
16 employee, further explained what Graph API meant for developers: "With Graph API every  
17 object in Facebook has a unique ID, whether that object is a user profile, event, etc... you just  
18 need to download an object with a new ID or download a connection with a new name. So to  
19 download my friends you just need to download /btaylor /friends... And this applies for every  
20 single object in Facebook. So let's say Facebook launches a new feature next year. We're not  
21 gonna make you download a new SDK. You just need to download an object with a new ID or  
22 download a connection with a new name. All of the code you already wrote will continue to work  
23 perfectly. This is a really significant change for our new platform that I'm sure you can  
24 appreciate. For the first time via the search capability of the Graph API, we're giving developers  
25 the capability to search over all the public updates on Facebook. I think this is gonna lead to a  
26 bunch of cool new applications and I'm really excited to see where people go with this.... We've  
27 built our core of the Facebook Platform from the ground up with simplicity, stability, and the  
28



1 graph in mind. This graph that for the first time we're building together." (See  
2 <https://www.youtube.com/watch?v=4SOcRKINiSM>.)

3 47. Facebook's employee Bret Taylor thus promised that: (1) developers can access  
4 Graph API objects in a simple manner ("you just need to download an object with a new ID"); (2)  
5 the accessible objects are ubiquitous ("this applies for every single object in Facebook"); (3) this  
6 access will be sustained and can be relied upon by developers ("All of the code you already wrote  
7 will continue to work perfectly... We're not gonna make you download a new SDK") (a Software  
8 Development Kit (or "SDK") is a set of software development tools that allows for the creation of  
9 applications for a particular development platform); (4) developers can search over all objects for  
10 all public updates on Facebook; and (5) Facebook Platform guarantees simplicity, stability and  
11 your ability to access and help build the graph with us.

12 48. The software industry uses a common and well-known convention of referring to  
13 software by version number (e.g., version 1.0, 2.0, etc.) to signify the existence of separate  
14 versions of software and to identify a particular version of the software. When Facebook  
15 announced the launch of Graph API, it did not refer to Graph API as having different versions.  
16 Facebook thereby signified that Graph API's open, equal, and neutral nature would not change.  
17 This representation was of course a deliberate decision on Facebook's part to continue to entice  
18 developers by conveying a sense of security around investing time, money and effort building  
19 applications on its revolutionary platform.

20 49. Facebook did not represent that it had reserved the right to terminate any endpoint  
21 of Graph API. To the contrary, Facebook repeatedly expressed its long-term commitment to this  
22 API.

23 50. This extension of the Facebook Platform ecosystem to further expand its  
24 reorganization potential for the entire Internet contributed even further to Facebook's meteoric  
25 rise and induced even more investors and developers to expand the industry Facebook had  
26 created. By way of example, on October 21, 2010, Facebook partnered with Kleiner Perkins  
27 Caufield & Byers, Zynga and Amazon to launch a \$250 million fund to invest in new apps on the  
28 Facebook Platform. By September 19, 2011, Facebook Platform had created over 182,000 jobs



1 and \$12.19 billion in value to the U.S. economy. Facebook now boasted over 850 million users as  
2 of late 2011.

3 51. On September 24, 2011, Facebook further extended its long-term commitment to  
4 Facebook Platform by expanding Open Graph to accelerate its reorganization of the disparate  
5 content on the Internet. (See [http://mashable.com/2012/05/24/facebook-developer-platform-](http://mashable.com/2012/05/24/facebook-developer-platform-infographic/#fDCxuACag5qr)  
6 [infographic/#fDCxuACag5qr](http://mashable.com/2012/05/24/facebook-developer-platform-infographic/#fDCxuACag5qr).) In his keynote address at F8 2011 on September 24, 2011,  
7 Zuckerberg stated to a packed auditorium of developers: “The next era is defined by the apps and  
8 depth of engagement that is now possible now that this whole network has been established... In  
9 2007 in our very first F8 I introduced the concept of the social graph, all of the relationships  
10 between people in the world. Last year we introduced the concept of the open graph as not only  
11 the map of all the relationships but all of the connections in the world.... This year, we’re taking  
12 the next step: we’re going to make it so that you can connect to anything you want in any way  
13 you want.... Sometimes I think about what we’re doing with the open graph is helping to define a  
14 brand new language for how people connect...every year we take the next step and make some  
15 new social apps possible. Open graph enables apps that focus primarily on two types of things:  
16 the first is filling out your timeline, and the second is helping you discover new things through  
17 your friends.”

18 52. Facebook thus made at least four distinct promises in this September 24, 2011  
19 announcement: (1) Facebook has a long-term commitment to the Facebook Platform and ensuring  
20 a fair playing field for developers and has had such a commitment for over four years now; (2)  
21 Facebook is committed to extending the Facebook Platform to provide developers with more  
22 ways to innovate and build businesses; (3) in keeping with this long term commitment, Facebook  
23 will continue to help make new kinds of social apps possible; and (4) Facebook is in particular  
24 focused on helping you discover new things through your friends and Facebook Platform will  
25 enable developers seeking to do so.

26 53. 643 relied upon these representations, and others, as to the fair, level playing field  
27 and the open, equal, and neutral nature of Facebook’s Platform and Graph API, and invested  
28



1 considerable time, energy, and money developing an application to make use of Graph API on  
2 Facebook's Platform.

3 **V. THE FTC ORDERED FACEBOOK NOT TO MISREPRESENT THE MANNER**  
4 **IN WHICH FACEBOOK PROVIDES ACCESS TO USER DATA**

5 54. On or about July 27, 2012, the United States Federal Trade Commission ("FTC")  
6 entered a Decision and Order (the "FTC Order") against Facebook.

7 55. The FTC Order entered following a consent agreement between FTC and  
8 Facebook.

9 56. The FTC noted in the FTC Order that the FTC had reason to believe Facebook has  
10 violated the Federal Trade Commission Act.

11 57. The FTC Order provided, among other things, that Facebook and its  
12 representatives "shall not misrepresent in any manner, expressly or by implication, the extent to  
13 which it maintains the privacy or security of covered information . . . ."

14 58. The FTC Order defined "covered information" to include an individual  
15 consumer's photos, among other things.

16 59. The FTC Order also provided that Facebook and its representatives "shall not  
17 misrepresent in any manner, expressly or by implication . . . the extent to which [Facebook]  
18 makes or has made covered information accessible to third parties."

19 **VI. IN DECEMBER 2012, PLAINTIFF 643 BECAME A FACEBOOK DEVELOPER**  
20 **AND BEGAN DEVELOPING AN APPLICATION**

21 60. In December 2012, 643 entered into the Facebook Developer Platform, which  
22 permitted 643 to develop applications using the Graph API.

23 61. 643 has developed a unique automated image classification capability, which it  
24 used to develop an application called Pikinis ("the App"). The App was available for download  
25 on any iOS-compatible device, including the iPhone and iPad. The App enabled Facebook users  
26 to reduce time spent searching by automatically classifying photos that their friends have shared  
27 with them through Facebook's network, assuming their friends have provided such permission to  
28 Developers.



62. The App required use of Facebook's Graph API, and specifically the Friends' Photos Endpoint. The App used 643's pattern-recognition technology to search through shared photos and identify those of their friends at the beach or in the summer.

63. The App could only be used to sort through photos that a user's friend had chosen to share with that user based on the friend's Facebook privacy settings. 643 conducted initial user research that indicated considerable consumer demand for the App, among both men and women. Facebook has never expressed any disapproval of the App as the only content it accesses is content already available on Facebook.

64. 643 made plans to market and promote the App to attract users.

65. 643 sold the App for \$1.99 in Apple's App store. The basic version of the App allowed a user to run a certain number of searches per month. In addition, users could choose to pay for premium access, which allowed unlimited searching. 643 offered different pricing tiers for premium access, ranging from \$1.99 for a monthly subscription, to \$6.99 for 6 months, to \$9.99 for 12 months.

66. Facebook benefits from the work of Developers such as 643 who create applications for use with Facebook. These applications can enhance user experience and drive traffic to Facebook's website and mobile app, which in turn generates revenue for Facebook through advertising sales, its primary revenue stream. It is no secret that Facebook's meteoric rise from 24 million users in 2007 to almost 1.6 billion users in 2016 rested in significant part on the release and growth of Facebook Platform.

## **VII. FACEBOOK RE-ITERATED ITS PROMISES RELATED TO GRAPH API AND FACEBOOK PLATFORM AT ITS 2014 F8 CONFERENCE**

67. The extension of the Graph API at F8 2011 was simply the next step in Facebook's long term commitment to serve as a platform for other developers, a commitment that every statement and action it took since May 2007 (a period of well over 4 years) reaffirmed without a shadow of a doubt. The extension of the Facebook Platform continued to accelerate the massive economy Facebook had built. By January 2012, Facebook Platform had created 232,000 jobs in the EU alone, amounting to \$15.3 billion of value to the European economy. By February 2012,



1 250 million people were playing games on Facebook Platform each day (that is 12 times more  
2 people than the average viewership of American Idol, the highest-rated TV show in the history of  
3 television). By April 2012, 7 of the 10 highest grossing apps in the Apple App Store were built on  
4 Facebook Platform. (See [http://mashable.com/2012/05/24/facebook-developer-platform-](http://mashable.com/2012/05/24/facebook-developer-platform-infographic/#fDCxuACag5qr)  
5 [infographic/#fDCxuACag5qr](http://mashable.com/2012/05/24/facebook-developer-platform-infographic/#fDCxuACag5qr).) It should be noted, in large part due to its long-term commitment  
6 to the Facebook Platform, Facebook exceeded 1 billion users in 2012.

7 68. By April 30, 2014, at the 2014 F8, having accumulated over 1.3 billion users,  
8 Facebook decided that certain parts of this massive application ecosystem it had built (along with  
9 hundreds of thousands of developers and billions of dollars of outside investment capital) were  
10 better kept to itself. Despite having made this decision, Facebook made numerous promises that it  
11 explicitly never intended to keep. Zuckerberg announced during his keynote: "This is gonna be a  
12 different kind of F8. In the past we've had F8 when we've had a big product announcement or  
13 new direction we were going in. This always meant a lot of different changes for your apps. Now  
14 we're focused on building a stable mobile platform. You're trying to build great mobile apps and  
15 businesses. And we want to bring this community together once per year to talk about all the  
16 different things were doing to support you. We've heard from you that you want to use Facebook  
17 Platform to do 3 things. Help you build, grow and monetize your apps."

18 69. Thus, Zuckerberg reiterated the promise that Facebook had expressed to  
19 developers unequivocally for over seven years now: that Facebook is committed in the long term  
20 to helping them build, grow and monetize their apps.

21 70. Zuckerberg continued: "As I said we're really focused on building a stable mobile  
22 platform. And one thing you may not know, is that all of our mobile apps are built on top of the  
23 very same platform and APIs that you guys use when you're writing Facebook and all our  
24 engineers use the same tools and read all the same documentation that you do.... It's really  
25 important for you and for all of our teams internally that we build stable and efficient  
26 infrastructure that you can rely on for the long term. So this has been a really big focus for us.... I  
27 want to start today by going through a few things we're doing to make our platform even more  
28 stable and reliable for you to build, grow and monetize your apps. You want to be able to build



1 something and know that it's gonna be able to work for a while. So today for the first time we're  
 2 introducing a 2-year stability guarantee for all of our core API platforms...so even if we change  
 3 these core APIs in the future, we're guaranteeing that we're going to keep supporting them as is  
 4 for at least two years and maybe longer from the time we make that change. We're still gonna  
 5 experiment with new features and different things but we're gonna mark them as beta so you  
 6 know what's gonna be part of this core stable platform. We're also introducing API versioning.  
 7 This is something we want to make sure that all the apps we wrote two years ago keep working.  
 8 This is something we wanted internally as we build on this platform, so now everything is gonna  
 9 be versioned so you get to decide which version of the API you get to build against."

10 71. Accordingly, Zuckerberg made at least four promises that: (1) Facebook continues  
 11 to provide a level playing field to developers where developers use the same tools as Facebook  
 12 employees to develop apps; (2) Facebook continues to be committed in providing developer  
 13 access "that you can rely on for the long term"; (3) Facebook promises that for all of its core API  
 14 endpoints it will guarantee their stability for no less than two years going forward; (4) Facebook  
 15 promises that it will let developers choose which version of the API they would like to access as  
 16 it introduces API versioning ("This is something we want to make sure that all the apps we wrote  
 17 two years ago keep working. This is something we wanted internally as we build on this platform,  
 18 so now everything is gonna be versioned so you get to decide which version of the API you get to  
 19 build against.").

20 72. Many developers initially applauded Zuckerberg's 2-year stability guarantee and  
 21 the ability to let developers choose which version of the API to build against. One blogger  
 22 applauded Facebook's commitment to developers in noting: "Facebook co-founder and CEO  
 23 Mark Zuckerberg announced a two-year stability guarantee for all of the company's core APIs  
 24 and platforms. In fact every API launched by Facebook will now be versioned, and developers  
 25 will be able to choose which version to build on." (See  
 26 [http://thenextweb.com/facebook/2014/04/30/facebook-announces-two-year-stability-guarantee-](http://thenextweb.com/facebook/2014/04/30/facebook-announces-two-year-stability-guarantee-core-apis-sla-fix-major-bugs-within-48-hours/#gref)  
 27 [core-apis-sla-fix-major-bugs-within-48-hours/#gref](http://thenextweb.com/facebook/2014/04/30/facebook-announces-two-year-stability-guarantee-core-apis-sla-fix-major-bugs-within-48-hours/#gref).) TechCrunch and many other bloggers also  
 28 reported on the API Guarantee, stating that developers "will be able to build with confidence



1 knowing that a core API will be available for at least two years”. (See  
2 <http://techcrunch.com/2014/04/30/facebook-api-guarantee/>.)

3 **VIII. FACEBOOK THEN IMPLEMENTED POLICIES THAT DEPARTED**  
4 **RADICALLY FROM ZUCKERBERG’S ANNOUNCEMENT AT F8 2014**

5 73. Unfortunately for the Developer community, Zuckerberg’s announcement directly  
6 contradicted the policy that Facebook immediately began implementing that very day.  
7 Zuckerberg’s statement that Developers, like Facebook employees, would be able to choose  
8 which API to use was simply false, and he must have known this statement to be false at the time  
9 he made it as only hours later Facebook sent Developers a notice that the Graph API they had  
10 come to rely on and upon which Facebook had enticed them to invest billions of dollars around  
11 was to be permanently retired in one year. Zuckerberg explicitly omitted and contradicted the  
12 one-year lifespan of Graph API during his keynote address. But given that Zuckerberg’s  
13 announcement and the notice to developers occurred on the very same day, Zuckerberg must have  
14 known of this change while making his statements and approved of such changes in advance.

15 74. Moreover, the 2-year stability guarantee turned out not to apply to the original  
16 Graph API and only to future APIs. Thus Facebook pulled the rug out from under the Developer  
17 community and took full economic advantage of the ecosystem Developers had built, but  
18 Zuckerberg’s keynote address still generated sound bites consistent with his previous  
19 representations that Facebook was maintaining a fair and level playing field for Developers.  
20 Zuckerberg was forced to make statements he knew at the time to be false precisely because it  
21 was obvious to everyone in the developer community, especially Zuckerberg, that Facebook had  
22 for seven years been making clear and unambiguous promises to developers that they could rely  
23 on Facebook Platform over the long term to provide a fair playing field and to enable developers  
24 to build businesses.

25 75. Finally, Graph API explicitly removed endpoints that were of high value to  
26 Developers, like the ability to access Photos, which for years Facebook had touted as one of its  
27 most valuable and highly trafficked features in order to entice developers to build applications.  
28 Facebook’s only justification for removing access to photos was that this endpoint was “rarely



1 used”, which contravenes every public statement Facebook had previously stated for over seven  
2 years in which Photos were consistently touted as its #1 application and driver of user  
3 engagement, an application that captured more photos and traffic than the next three photo sites  
4 on the Internet combined.

5 76. Facebook’s behavior of intentionally inducing Developers to build Facebook’s  
6 business and then pulling the rug out from under them is a repeated pattern in Facebook’s growth  
7 story. It is not an isolated incident simply related to Graph API versioning and the thousands of  
8 developers, like 643, whose businesses were destroyed by this bait and switch tactic.

9 77. As an example, Facebook recently executed another bait and switch tactic that  
10 caused thousands of Developers to go out of business and lose countless millions of dollars of  
11 enterprise value and capital investment. At the same time that Zuckerberg pulled the rug out from  
12 Developers using photos and other endpoints in the Graph API at F8 2014, he also announced  
13 Facebook’s acquisition and reliance on Parse as its new preferred tool for developers to build on  
14 Facebook Platform. Parse was a popular development platform for creating applications for  
15 Facebook, which handled much of the back-end functionality of such applications, allowing  
16 Developers to focus on features that matter to users. Zuckerberg stated in the same keynote where  
17 he announced the Graph API 2.0: “One of the things we’re really excited about offering is  
18 Parse... We make it easy to focus on your app, the thing that will get you users and make you  
19 money... and Parse takes care of all the rest.” A Facebook employee who followed Zuckerberg on  
20 stage went on to note that they had expanded the free tier to make it easier to grow on Parse,  
21 giving developers “unlimited requests, unlimited recipients, free analytics”. Zuckerberg then  
22 finished his thoughts on Parse by saying “We’re excited, we’re aligned with your app, and we  
23 hope that it does get huge.”

24 78. As a result of this and many other similar statements and actions by Facebook,  
25 hundreds of thousands of Developers began using Parse to build applications on Facebook  
26 Platform. Parse’s platform on Facebook states: “From startups to the Fortune 500, hundreds of  
27 thousands of developers trust us.”  
28



1           79.     Then, abruptly, on January 28, 2016, Facebook announced that Parse would be  
2     shutting down: “We have a difficult announcement to make. Beginning today we’re winding  
3     down the Parse service, and Parse will be fully retired after a year-long period ending on January  
4     28, 2017. We’re proud that we’ve been able to help so many of you build great mobile apps, but  
5     we need to focus our resources elsewhere.” The statement continues: “We understand that this  
6     won’t be an easy transition... We know that many of you have come to rely on Parse, and we are  
7     striving to make this transition as straightforward as possible.”

8           80.     Many developers immediately commented on the devastating effect this would  
9     have on their app, business and investment in the Facebook Platform. One developer wrote:  
10    “@ParseIt Wow... Have spent months optimizing my app with your service to launch soon, and  
11    now this... Seems sudden... #utterlydisappointed.” Another: “@ParseIt it would be nice to hear a  
12    little bit more about the need to focus your resources elsewhere.” “@ParseIt my app had 2.5M  
13    users on your platform...this is sickening.”

14          81.     The incident with Parse demonstrates a continued clear pattern on the part of  
15    Facebook to make clear and unambiguous promises to developers, to engage in conduct that  
16    induces developers to make substantial investments of time and money (all of which helped make  
17    Facebook one of the most valuable companies in the world today), and then Facebook seems to  
18    think that it can violate these promises with impunity the moment it becomes convenient for them  
19    to do so.

20           **IX. PLAINTIFF 643 RECEIVED NOTICE FROM FACEBOOK THAT ITS APP**  
21           **WOULD NO LONGER FUNCTION**

22          82.     On January 20, 2015, Facebook sent an email to 643 stating that 643 must  
23    “upgrade” the App to Graph API v. 2.0 by April 30, 2015. The email stated that Facebook would  
24    end third-party access to the Friends’ Photos Endpoint on April 30, 2015. The App will not  
25    function at all without access to the Friends’ Photos Endpoint, so Facebook’s suggestion that 643  
26    “upgrade” the App to Graph API v. 2.0 was not possible.

27          83.     By deciding to end access to the Friends’ Photos Endpoint, Facebook has made it  
28    impossible for 643 to continue to operate the App, to abide by the license agreements and



1 purchase terms entered into by 643 with its users, and for 643 to recoup any of its investment of  
2 capital, human labor, time, effort, and energy.

3 84. 643 has sold approximately 5,000 copies of the App since its beta launch. A  
4 substantial portion of App users have paid for premium access. 643 was not able to execute its  
5 full public launch as a result of Facebook's decision.

6 85. Each one of the App users entered into a license agreement with 643.

7 86. Facebook requires Developers to enter into license agreements with users of  
8 applications for Facebook. These license agreements must, among other things, require that the  
9 users of these applications adhere to Facebook's terms of service.

10 87. Accordingly, Facebook knew, or had reason to know, about the existence of 643's  
11 license agreements with its users.

12 88. Had Facebook refrained from ending access to Friends' Photos Endpoint, 643  
13 could have quickly begun to generate hundreds of thousands of dollars of revenue on a monthly  
14 basis.

15 89. In total, 643 expended approximately \$1.15 million in capital and uncompensated  
16 labor by its team members in developing and marketing the App.

17 90. 643 attended Facebook events for Developers and made known the harm caused  
18 verbally and via email to the appropriate Facebook employees.

19 91. Faced with the imminent loss of its investment, 643 wrote to Facebook on March  
20 16, 2015, and informed Facebook that its decision to discontinue access to the Friends' Photos  
21 Endpoint would harm 643 in several ways. 643 informed Facebook that it had reasonably relied  
22 on Facebook's representations that the endpoints would remain open, and that Developers would  
23 have an equal opportunity to integrate applications into the social graph.

24 92. 643 requested that Facebook continue to permit Developers to have access to the  
25 Friends' Photos Endpoint.

26 93. 643 alerted Facebook to the considerable harm it would suffer should access be cut  
27 off. 643 also noted that some of its users had entered into subscriptions that extend beyond the  
28 April 30, 2015, cut-off date, and that these users could be entitled to refunds of their purchases.



1           94.     Thus Facebook had actual knowledge of the contracts 643 had entered into with its  
2 users. In addition, Facebook had actual knowledge of the prospective economic relationships 643  
3 expected with its users, as well as Facebook users generally.

4           95.     On or about April 30, 2015, Facebook did end access to the Friends' Photos  
5 Endpoint.

6           96.     As a result of Facebook ending access to the Friends' Photos Endpoint, the App no  
7 longer functions.

8           97.     On information and belief, Facebook has been working on its own applications  
9 using image recognition.

10          98.     On June 15, 2015, less than two months after closing access to the Friends' Photos  
11 Endpoint for Developers, Facebook announced the launch of "Moments," which allows users to  
12 "sync" photos they have taken with their friends and, using Facebook's facial recognition  
13 software, allows users to search photos that their friends have shared with them. *See*  
14 <http://newsroom.fb.com/news/2015/06/introducing-moments/> (last accessed October 27, 2015).

15          99.     Instagram is an on-line photo sharing service that Facebook acquired in 2012.

16          100.    In June 2015, just two months after Facebook closed access to the Friends' Photos  
17 Endpoint, Instagram announced enhancements to its Search and Explore features, which allow  
18 users to search through photos that have been shared with that user on Instagram.

19          101.    On information and belief, in addition to 643, other Developers have been  
20 adversely impacted by Facebook closing access to certain endpoints of Graph API, including  
21 Friends' Photos.

22          102.    On September 21, 2015, the Wall Street Journal reported that Facebook's decision  
23 to restrict access to Graph API has caused a drug addiction researcher to halt his research efforts,  
24 shut down a voter-registration tool used by the 2012 Obama campaign, and decommissioned an  
25 app designed to help first generation college students connect with one another. Deepa  
26 Seetharaman & Elizabeth Dwoskin, "Facebook's Restrictions on User Data Cast a Long Shadow;  
27 Curbs disrupt startups, academic research and even political strategy", THE WALL STREET J.,  
28



1 Sept. 22, 2015, at B1 (available at  
2 <http://www.wsj.com/articles/facebook-restriction-on-user-data-cast-along-shadow-1442881332>).

3 103. The Wall Street Journal also reported in the same article that Facebook reached an  
4 unspecified compromise with dating app Tinder that permitted some form of access to photos of  
5 mutual friends.

6 104. Facebook has not offered 643 a compromise that would permit the App to function  
7 and even if Facebook were to make such an offer, the harm to 643 is irreparable as its team  
8 members have moved on to new employment and its code has been fully retired.

9 105. Instead, the only proposed technical “fix” by Facebook was to create an offline,  
10 searchable cache of Facebook’s users’ photos. But this solution (1) on its face violates  
11 Facebook’s own terms, (2) would not permit the App to function as originally intended and in the  
12 same manner it had been, and (3) could result in a grave and substantial abuse of user trust,  
13 violate user privacy, and gut the core principle of an individual’s ownership and control of their  
14 own data.

15 106. Facebook did not terminate access to the Friends’ Photos Endpoint for the purpose  
16 of enhancing user privacy, as users already possessed complete control over such data. Instead, it  
17 took these actions for the purpose of improperly monopolizing for itself the ability to access the  
18 data previously accessible through the Friends’ Photos Endpoint and other terminated endpoints,  
19 and to create applications based on those data. As a result of these actions, users now have less  
20 control over this data. They are not permitted to share it with other applications they trust but only  
21 with Facebook.

22 107. In sum, Facebook acts as a platform when it wants to exploit Developer creativity  
23 and resources, and a monopolist when it wants to secure areas of the ecosystem for itself once  
24 developer creativity and resources have been invested.

25 108. As set forth above, Facebook made repeated, clear, and unambiguous promises  
26 upon which many developers, including 643, relied, over a period of more than seven years, and  
27 which were broken by Facebook. These broken promises directly and substantially harmed 643,  
28



1 nullifying its investment of time and money and making it impossible to generate revenues and  
2 profits.

3 109. Facebook deliberately baited, induced, and enticed (through countless promises in  
4 both words and conduct) developers to help turn Facebook from a website that had raised \$37  
5 million and secured 24 million users to a company that is now one of the most valuable  
6 enterprises in the world.

7 **COUNT I: VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200 et seq.**  
8 **[Against all Defendants]**

9 110. 643 re-alleges and repleads paragraphs 1 through 109 as though set forth fully  
10 herein.

11 111. Facebook's representations and conduct were designed to, and did, entice 643 and  
12 other Developers to create applications for Facebook with promises of, among other things, a  
13 level playing field, fair competition, and a chance to build a business. Facebook decided to open  
14 certain endpoints, and not others, precisely to induce developers to build certain types of  
15 applications, including advanced photo-searching applications. Facebook promised Developers  
16 that their own advanced photo-searching applications would be treated on a level playing field  
17 with any photo-searching applications Facebook decided to launch in the future. Facebook also  
18 promised developers it was committed over the long term to enable Developers to build  
19 businesses using advanced photo-searching applications.

20 112. Facebook caused substantial harm to 643 and other Developers when it then  
21 decided to terminate Developers' ability to build advanced photo-searching applications, while  
22 retaining its own ability to create these kinds of applications, because 643, like other Developers,  
23 had invested considerable time and resources in developing this kind of application for Facebook.

24 113. The efforts by 643 and other Developers helped to drive user adoption of  
25 Facebook by enhancing user experience, thus creating substantial additional revenue and user  
26 base for Facebook's benefit.

27 114. In addition, Facebook took advantage of the market research and development  
28 efforts by 643 and other Developers, which proved that advanced photo-searching applications



1 represented a massive market, perhaps one of the most attractive markets to help Facebook grow  
2 its revenues going forward, as evinced by Facebook's recent announcement of "Moments", its  
3 own photo searching application (see "Facebook Moments is a Smarter Photo App – Much  
4 Smarter, in *Wired Magazine*, June 15, 2015, [http://www.wired.com/2015/06/facebook-](http://www.wired.com/2015/06/facebook-moments/)  
5 moments/).

6 115. Facebook's decision to end access to the Friends' Photos Endpoint does not  
7 enhance user privacy because the App could only sort through photos that had already been  
8 shared with the App user and the App user and the user's friends had full control over which, if  
9 any, developers were permitted to access their photos.

10 116. Instead, by ending Developer access to the Friends' Photos Endpoint, Facebook  
11 has monopolized for itself the ability to create applications capable of searching or sorting photos,  
12 which harms consumers, Developers, and competitors.

13 117. No countervailing benefits to competition or consumers stemming from  
14 Facebook's representations and conduct exist.

15 118. The harm to 643 and other Developers by Facebook's representations and conduct  
16 outweighs the reasons, justifications, or motives for the representations and conduct by Facebook.

17 119. 643 could not have reasonably avoided its injury because Facebook only  
18 announced its decision to terminate access to the Friends' Photos Endpoint after 643 had made  
19 considerable investment and Facebook had approved the App.

20 120. 643 also requested that Facebook not end access to Friends' Photos Endpoint, but  
21 Facebook did not change its decision.

22 121. Facebook's actions thus constituted an unfair business practice under California's  
23 Unfair Business Practices Act.

24 122. Facebook's decision to end access to the Friends' Photos Endpoint was also  
25 unlawful.

26 123. In taking the actions alleged herein, Facebook acted with fraud, malice and  
27 oppression, and in reckless disregard of the rights of 643.  
28



124. 643 suffered substantial injury as a result of Facebook's actions, including the loss of its investment in developing the App and lost revenue.

125. Accordingly, Facebook is liable to 643 for violation of California's Unfair Business Practices Act.

126. As a proximate result of the acts and conduct of Facebook herein alleged, 643 has found it necessary to engage attorneys, and incur attorney's fees, and will continue to incur attorney's fees, in an unascertained amount to be established according to proof following the conclusion of trial.

**COUNT II: PROMISSORY ESTOPPEL**  
**[Against all Defendants]**

127. 643 re-alleges and repleads paragraphs 1 through 126 as though set forth fully herein.

128. Facebook clearly and unambiguously promised that:

- a. Developers would be able to integrate their applications into Facebook's social graph;
- b. Developers would have the same access to integration of their applications as Facebook;
- c. Developers could easily access Graph API objects;
- d. Facebook would support Developers in achieving mass distribution of Developer applications;
- e. Facebook would provide adequate tools for developers to build their applications;
- f. Developers would be able to build a business on Facebook Platform;
- g. Developers would be able to monetize their applications on Facebook by selling ads on their application pages;
- h. Developers would be able to build applications on a fair, level playing field;
- i. Developer applications would not be "second class citizens" compared to Facebook's own applications;



j. Developer applications that compete with Facebook applications would be welcome; and

k. As long as Developer applications abided by Facebook Terms of Service, Facebook will be neutral as to these applications.

129. 643 invested considerable capital, labor, time, and effort into developing the App in reliance on these promises.

130. 643's reliance was reasonable because Facebook had consistently made these representations for seven years without ever stating that it could prevent Developers from building the specific kinds of applications Facebook was enticing them to build all along.

131. 643's reliance was foreseeable by Facebook.

132. 643 was injured as a result of its reliance on Facebook's promises, which Facebook did not keep, in an unascertained amount in excess of \$25,000.00, to be established according to proof at trial.

133. Accordingly, Facebook is liable to 643 for damages.

**COUNT III: NEGLIGENT MISREPRESENTATION**  
**[Against all Defendants]**

134. 643 re-alleges and repleads paragraphs 1 through 133 as though set forth fully herein.

135. Facebook represented that

- a. Developers would be able to integrate their applications into Facebook's social graph;
- b. Developers would have the same access to integration of their applications as Facebook;
- c. Developers could easily access Graph API objects;
- d. Facebook would support Developers in achieving mass distribution of Developer applications;
- e. Facebook would provide adequate tools for developers to build their applications;
- f. Developers would be able to build a business on Facebook Platform;



- g. Developers would be able to monetize their applications on Facebook by selling ads on their application pages;
- h. Developers would be able to build applications on a fair, level playing field;
- i. Developer applications would not be “second class citizens” compared to Facebook’s own applications;
- j. Developer applications that compete with Facebook applications would be welcome; and
- k. As long as Developer applications abided by Facebook Terms of Service, Facebook will be neutral as to these applications.

136. Such representations were untrue, because Facebook later claimed that it had retained for itself the right to terminate the Friends’ Photos Endpoint, and did close the Friends’ Photos Endpoint to Developers, while Facebook kept for itself the ability to develop applications that access photos.

137. Regardless of its actual belief, Facebook must have made those representations without any reasonable ground for believing the representations to be true.

138. Facebook conveyed the representations in a commercial setting for a business purpose, namely inducing Developers to develop applications for Facebook.

139. Facebook made those representations with the intent to induce Developers, including 643, to develop applications, including the App, that used the Friends’ Photos endpoint, thereby adding features to Facebook, enhancing Facebook’s functionality and user experience, and generating more revenue for Facebook.

140. 643 was not aware that Facebook’s representations were false, and 643 developed the App in reliance on the truth of Facebook’s representations.

141. 643’s reliance on the truth of Facebook’s representations was justified because Facebook had consistently made these representations for seven years without ever stating that it could prevent Developers from building the specific kinds of applications Facebook was enticing them to build all along.



1           142. 643 was injured as a result of its reliance on Facebook's representations, in an  
2 unascertained amount in excess of \$25,000.00, to be established according to proof at trial.

3           143. In taking the actions alleged herein, Facebook acted with fraud, malice and  
4 oppression, and in reckless disregard of the rights of 643.

5           144. Accordingly, Facebook is liable to 643 for damages.

6           **COUNT IV: INTENTIONAL INTERFERENCE WITH CONTRACT**

7           **[Against all Defendants]**

8           145. 643 re-alleges and repleads paragraphs 1 through 144 as though set forth fully  
9 herein.

10           146. 643 had entered into license agreements and subscriptions for premium access  
11 with its users.

12           147. Facebook knew of these license agreements and subscriptions.

13           148. Facebook intentionally interfered with and disrupted these contracts when it stated  
14 that it would end 643's access to the Friends' Photos Endpoint on April 30, 2015, despite  
15 knowing that interference with these contracts would be certain or substantially certain to occur  
16 as a result of Facebook's act in ending 643's access.

17           149. Facebook further intentionally interfered with and disrupted 643's contracts with  
18 its users when it did terminate 643's access to the Friends' Photos Endpoint on April 30, 2015,  
19 despite knowing that interference with these contracts would be certain or substantially certain to  
20 occur as a result of Facebook's act in ending 643's access.

21           150. 643's contract with its users was thereby disrupted by Facebook.

22           151. As a result, 643 has suffered and will suffer damage in an unascertained amount in  
23 excess of \$25,000.00 to be established according to proof at trial.

24           152. In taking the actions alleged herein, Facebook acted with fraud, malice and  
25 oppression, and in reckless disregard of the rights of 643.

26           153. Accordingly, Facebook is liable to 643 for damages.



**COUNT V: INTENTIONAL INTERFERENCE WITH  
PROSPECTIVE BUSINESS RELATIONS  
[Against all Defendants]**

154. 643 re-alleges and repleads paragraphs 1 through 153 as though set forth fully herein.

155. 643 had an expectation of economic benefit from third parties, including its users who downloaded the App and other Facebook users who may have downloaded the App if 643 had marketed the App as it planned.

156. Facebook knew of 643's relationship with the users of the App, and knew of 643's plans to market the App.

157. Facebook intentionally disrupted these relationships when it announced that it would end 643's access to the Friends' Photos Endpoint on April 30, 2015, despite knowing that interference with these relationships would be certain or substantially certain to occur as a result of Facebook's act in ending 643's access.

158. Facebook further intentionally interfered with and disrupted 643's relationships with its users when it did terminate 643's access to the Friends' Photos Endpoint on April 30, 2015, despite knowing that interference with these relationships would be certain or substantially certain to occur as a result of Facebook's act in ending 643's access.

159. 643's relationship with its users was thereby disrupted, and will be further disrupted.

160. As a result, 643 suffered damage in an unascertained amount in excess of \$25,000.00 to be established according to proof at trial.

161. In taking the actions alleged herein, Facebook acted with fraud, malice and oppression, and in reckless disregard of the rights of 643.

162. Accordingly, Facebook is liable to 643 for damages.

**JURY TRIAL DEMAND**

163. 643 demands a trial by jury on all claims so triable.



**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff 643 asks this Court to enter judgment against Defendant Facebook, Inc., as follows:

A. A judgment or order declaring Facebook's conduct, as alleged, unlawful under California's Unfair Business Practices Act;

B. A judgment, order, or award of damages adequate to compensate 643;

C. A permanent injunction prohibiting Facebook from removing Developer access to the Friends' User Photos Endpoint;

D. A permanent injunction prohibiting Facebook from interfering with 643's contracts or prospective business relations;

E. An award of its reasonable attorneys' fees and costs;

F. Punitive damages and/or treble damages as provided by California's Unfair Business Practices Act; and

G. Such other further relief as this Court or a jury may deem proper and just.

Dated: February 26, 2016

CRITERION LAW

BIRNBAUM & GODKIN, LLP

By:



Basil P. Fthenakis, Esq.

David S. Godkin (admitted *pro hac vice*)

Andrew A. Caffrey, III (admitted *pro hac vice*)

Attorneys for Plaintiff

Six4Three, LLC



Exhibit 2



**FILED**  
**SAN MATEO COUNTY**

**JUN 30 2016**

Clerk of the Superior Court

By *M. Marlowe*  
DEPUTY CLERK

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN MATEO**

SIX4THREE, LLC, a Delaware limited  
liability company,

Plaintiff,

v.

FACEBOOK, INC., a Delaware  
corporation and DOES 1-50, inclusive

Defendants.

Case No. CIV533328

**[PROPOSED] ORDER ON DEMURRER  
TO PLAINTIFF'S SECOND AMENDED  
COMPLAINT**

Date: June 15, 2016

Time: 9:00 a.m.

Dept.: Law and Motion

CIV533328  
ORD  
Order  
95562



**[PROPOSED] ORDER ON DEMURRER TO PLAINTIFF'S SECOND AMENDED COMPLAINT**  
**CASE NO. CIV533328**

7-1  
CMC  
D21



1  
2 Defendant Facebook, Inc.'s ("Facebook") Demurrer to Plaintiff Six4Three, LLC's Second  
3 Amended Complaint came on regularly for hearing before the Court on June 15, 2016, in the Law  
4 and Motion Department.

5 The Court, having reviewed the moving papers and all opposing and reply papers filed  
6 with the Court, and having heard the arguments of counsel, **OVERRULES** Facebook's Demurrer  
7 with respect to Plaintiff's First, Third, Fourth and Fifth Causes of Action, and **SUSTAINS**  
8 Facebook's Demurrer with respect to Plaintiff's Second Cause of Action. The Court modifies its  
9 June 14, 2016 tentative ruling, as follows:

10 Defendant Facebook, Inc.'s Request for Judicial Notice is **GRANTED**  
11 pursuant to Evidence Code §452(h) and 453(a). However, the legal effect,  
12 truthfulness and proper interpretation of the documents remain disputable. *See*  
13 *Unruh-Haxton v. Regents of University of California* (2008) 162 Cal App 4th 343,  
14 365. A hearing on a demurrer may not be turned into a contested evidentiary  
15 hearing through the guise of having the court take judicial notice of documents  
16 whose truthfulness or proper interpretation are disputable. *Fremont Indemnity Co.*  
17 *v. Fremont General Corp.* (2007) 148 Cal App 4th 97, 112-118.

18 The demurrer to the 1st cause of action for Violation of B&P Code 17200  
19 is **OVERRULED**. Plaintiff has sufficiently pled an unfair, unlawful or fraudulent  
20 business practice. *Cel-Tech Communications, Inc. v. Los Angeles Cellular*  
21 *Telephone Company* (1999) 20 Cal 4th 163, 180. Plaintiff has specifically alleged  
22 that it was a victim to a Facebook practice/scheme to lure in developers, generate  
23 additional advertising revenue by enhancing the user's experience and then  
24 monopolize for itself the market for image search capabilities. SAC ¶¶ 54-59,  
25 105-06.

26 The demurrer to the 2nd cause of action for promissory estoppel is  
27 **SUSTAINED WITHOUT LEAVE TO AMEND**. The SAC fails to sufficiently  
28



1 allege a clear, unambiguous promise by Facebook or the Plaintiff's reasonable  
2 reliance on such a promise. The SAC is based on the allegations at ¶52 that  
3 Facebook had a long-term commitment to the Facebook platform and to a level  
4 playing field for developers. Plaintiff has not alleged a clear and unambiguous  
5 promise to keep open the Friends' Photos Endpoint. As to reliance, Plaintiff  
6 identifies only conclusory, generalized statements and alleged omissions  
7 regarding Facebook's platform and API at the time they were launched in 2007  
8 and 2010. SAC ¶ 10-23. This was well before Plaintiff became a registered  
9 developer with Facebook in December 2012. Nothing in the statements referred to  
10 the friends' photo endpoint and nothing indicated that Facebook would make  
11 available all endpoints to developers forever. This does not sufficiently allege  
12 reasonable reliance.

13 The demurrer to the 3rd cause of action for negligent misrepresentation is  
14 OVERRULED. The SAC sufficiently alleges the elements of a claim for  
15 negligent misrepresentation. These include 1) A misrepresentation of a past or  
16 existing fact, 2) without reasonable grounds for believing it to be true, 3) with the  
17 intent to induce another's reliance, 4) justifiable reliance on the representation and  
18 5) resulting damage. *Apollo Capital Fund, LLC v. Roth Capital Partners, LLC*  
19 (2007) 158 Cal App 4th 226, 243. Plaintiff has sufficiently alleged a  
20 misrepresentation, intent, and justifiable reliance. Plaintiff has sufficiently  
21 alleged such a representation and plaintiff's reliance on a promise is reasonable.

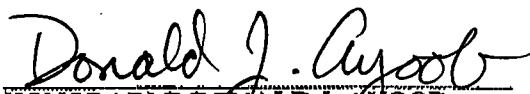
22 The demurrer to the 4th cause of action for Intentional Interference with  
23 Contract is OVERRULED. Plaintiff has sufficiently alleged tortious interference.  
24 Plaintiff has pled a valid contract; has plausibly alleged knowledge of the  
25 agreements on Facebook's part and has alleged intentional acts designed to induce  
26 a breach. *Quelimane Co., Inc. v. Stewart Title Guaranty Company* (1998) 19 Cal  
27 4th 26, 55. See SAC at ¶¶ 86, 87, 148-49.



1 The demurrer to the 5th cause of action for Intentional Interference with  
2 Prospective Business Relations is OVERRULED. The cause of action sufficiently  
3 pled the required elements for such a cause of action: 1) an economic relationship  
4 between the plaintiff and some third-party with the probability of future economic  
5 benefit; 2) the defendant's knowledge of the relationship; 3) intentional acts by  
6 defendant designed to disrupt the relationship; 4) actual disruption of the  
7 relationship and 5) economic harm to the plaintiff proximately caused by  
8 defendant. *Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal 4th 1134,  
9 1153.

10  
11 IT IS SO ORDERED.

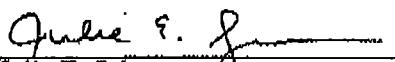
12 Dated: JUN 28 2016

  
HONORABLE DONALD J. AYOOB

13  
14 Approved as to form by:

15 PERKINS COIE LLP

BIRNBAUM & GODKIN, LLP

16   
17 Julie E. Schwartz

  
David S. Godkin



Exhibit 3



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13 Attorneys for Plaintiff,  
14 SIX4THREE, LLC, a Delaware  
limited liability company  
15

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF SAN MATEO  
18

19 SIX4THREE, LLC, a Delaware limited  
liability company,

20 Plaintiff,  
21

22 v.

23 FACEBOOK, INC., a Delaware  
corporation and DOES 1-50, inclusive,

24 Defendant.  
25  
26  
27  
28

Case No. CIV533328

**PLAINTIFF SIX4THREE LLC'S  
RESPONSE TO DEFENDANT  
FACEBOOK, INC.'S SPECIALLY  
PREPARED INTERROGATORIES (SET  
TWO)**



**PROPOUNDING PARTY: DEFENDANT FACEBOOK, INC.**

**RESPONDING PARTY: PLAINTIFF SIX4THREE LLC**

**SET: ONE**

Plaintiff Six4Three, LLC ("643") hereby objects and responds as follows to the Specially Prepared Interrogatories (Set One) ("Special Interrogatories") propounded by Defendant Facebook, Inc. ("Defendant").

### **PLAINTIFF'S GENERAL OBJECTIONS**

Each and every Special Interrogatory is subject to the General Objections and limitations set forth herein ("General Objections"), in addition to the specific objections and limitations set forth in the respective responses. The General Objections and limitations form part of the Response to each Special Interrogatory and are set forth to avoid duplication for each response. 643 makes the following General Objections to each Special Interrogatory:

1. Responding Party objects to the Special Interrogatories to the extent they are unduly burdensome and oppressive in the context of this action.

2. Responding Party objects to these Special Interrogatories insofar as they seek communications protected by the Stored Communications Act, 18 U.S.C. §§ 2701, *et seq.*, ("SCA"), which prohibits service providers from disclosing electronic communication content stored on a remote computing service.

3. Responding Party objects to these Special Interrogatories to the extent they seek information subject to the SCA pertaining to Users.

4. Responding Party objects to these Special Interrogatories to the extent they seek information 643 is legally or contractually prohibited from disclosing, including information that would require Responding Party to breach a confidentiality contract, protective order, settlement, or other duty to a third party to maintain confidentiality.

5. Responding Party objects to these Special Interrogatories to the extent they are unduly burdensome and oppressive in the context of this action.

6. Responding Party objects to these Special Interrogatories to the extent they are covered by the attorney-client privilege, settlement privilege, work-product doctrine, or other



1 applicable privilege. Any such documents will not be provided in response to these requests for  
2 production and any inadvertent production shall not be deemed a waiver of any privilege with  
3 respect to such documents or of any work-product protections attaching to such documents.

4 7. Responding Party objects to these Special Interrogatories to the extent they require  
5 disclosure of documents containing proprietary or confidential information, trade secrets, or  
6 information that may implicate third-party privacy rights.

7 8. Responding Party objects to these Special Interrogatories to the extent they are  
8 vague, ambiguous, unintelligible, overly broad, or harassing.

9 9. Responding Party objects to these Special Interrogatories to the extent they seek  
10 documents not relevant to the subject matter of this action or reasonably calculated to lead to the  
11 discovery of admissible evidence.

12 10. Responding Party objects to these Special Interrogatories to the extent they seek  
13 information not within the possession, custody or control of Responding Party. An objection on  
14 this ground does not constitute a representation or admission that such documents exist.

15 11. Responding Party objects to these Special Interrogatories insofar as they seek  
16 information already in Propounding Party's possession, custody or control, or that can be  
17 obtained by Propounding Party with equal burden or directly from Users.

18 12. Responding Party objects to these Special Interrogatories to the extent they attempt  
19 to impose obligations beyond those required or allowed by the California Code of Civil  
20 Procedure.

21 13. Responding Party objects to the definitions of "Documents" and  
22 "Communications" to the extent they impose any obligations with respect to the production of  
23 electronically stored information that are different from or in addition to those imposed by the  
24 California Code of Civil Procedure. Responding Party further objects to these definitions to the  
25 extent they include electronically stored information that is not reasonably accessible due to  
26 undue burden or expense, obtainable from another source that is less burdensome, and/or  
27 unreasonably cumulative or duplicative, or where the likely burden or expense outweighs the  
28 likely benefit.



1           14.     Responding Party objects to the definitions of “643,” “Plaintiff,” “You,” and  
2     “Your” on the grounds that they are overbroad and call for information covered by the attorney-  
3     client and work product privileges.

4           15.     Responding Party’s responses are based solely upon information presently  
5     available and specifically known to Responding Party. As such, Responding Party’s responses are  
6     made without prejudice to its right subsequently to add, modify or otherwise change or amend  
7     these responses. Responding Party reserves the right to change any of its objections or responses  
8     as new information is discovered. Specifically, Responding Party reserves the right to introduce  
9     other information or documents, use information that it may later determine to have been  
10    responsive to these requests, and revise, correct, supplement or clarify any of its written responses  
11    at any time.

12           These General Objections are incorporated into each and every objection to Propounding  
13    Party’s specific requests for production. All responses are subject to, preserve and do not  
14    constitute a waiver of these General Objections.

#### 15                   **OBJECTIONS AND RESPONSES TO SPECIAL INTERROGATORIES**

##### 16           **SPECIAL INTERROGATORY NO. 33:**

17           State ALL antitrust laws that YOU contend Facebook’s conduct threatens an incipient  
18    violation of, or violates the policy or spirit of.

##### 19           **RESPONSE TO SPECIAL INTERROGATORY NO. 33:**

20           Responding Party incorporates each of the General Objections and further objects to this  
21    demand to the extent that it: (1) is vague and ambiguous; (2) is overly broad and unduly  
22    burdensome in seeking “ALL laws”; (3) calls for information covered by the attorney-client  
23    privilege and work product privileges; (4) seeks information not relevant to the subject matter of  
24    this litigation and not reasonably calculated to lead to the discovery of admissible evidence; and  
25    (5) seeks information equally available to Defendant.

26           Subject to and without waiving the foregoing objections, Responding Party responds that  
27    its analysis, investigation and discovery are ongoing and it does not intend to limit evidence at  
28



1 trial to matters stated herein. Facebook's conduct repeatedly violates Business and Professions  
2 Code § 17200 et seq. by engaging in: (1) unlawful business acts or practices; (2) unfair business  
3 acts or practices; (3) fraudulent business acts or practices; (4) unfair, deceptive, untrue or  
4 misleading advertising; and (5) business acts or practices prohibited by §§ 17500-17577.5.  
5 Further, Facebook's conduct repeatedly violates Business and Professions Code §§ 17500 et seq.,  
6 which prohibits advertising goods or services that Facebook knew or should have known were  
7 likely to deceive. Facebook's conduct also repeatedly violates California's Consumer Legal  
8 Remedies Act (Cal. Civ. Code §§ 1750 et seq.) protecting consumers against unfair and deceptive  
9 business practices (Cal. Civ. Code § 1760) and various violations of Cal. Civ. Code § 1770.  
10 Finally, Facebook's conduct repeatedly violates Business and Professions Code §§ 16600 et seq.  
11 prohibiting contracts that restrain engagement in a lawful profession, trade or business of any  
12 kind.

13 Facebook's conduct also violates Section 5 of the Federal Trade Commission Act (15  
14 U.S.C. § 45) prohibiting unfair methods of competition in or affecting commerce and unfair or  
15 deceptive practices in or affecting commerce. Facebook's conduct further violates Section 1 of  
16 the Sherman Act prohibiting contracts in restraint of trade or commerce. Facebook's conduct  
17 further repeatedly violates Section 2 of the Sherman Act prohibiting the monopolization or  
18 attempt to monopolize any part of the trade or commerce among states. Facebook's conduct  
19 further repeatedly violates Section 2 of the Clayton Act, the Robinson-Patman Price  
20 Discrimination Act, prohibiting discrimination of price between different purchasers where the  
21 effect is to lessen competition or tend to create a monopoly. Facebook's conduct further  
22 repeatedly violates Section 3 of the Clayton Act prohibiting agreements that require avoidance of  
23 services or goods from competitors that tend to create a monopoly or lessen competition.  
24 Facebook's conduct further repeatedly violates the Cartwright Act, Business and Professions  
25 Code §§ 16720 et seq., prohibiting trusts or actions in concert in restraint of trade or commerce.  
26 Facebook's violations further include numerous per se violations resulting from tying agreements  
27 with a host of third parties.  
28



1 Finally, Facebook's conduct violates numerous other state laws that are accessible via  
 2 Business and Professions Code §§ 17200 et seq., including but not limited to New York General  
 3 Business Law §§ 349 et seq. prohibiting deceptive acts or practices in conduct of any business,  
 4 trade or commerce or in the furnishing of any service. Facebook's conduct further violates  
 5 Business and Professions Code § 17200 et seq. by reason of its tortious conduct, including but not  
 6 limited to constructive fraud, negligent misrepresentation of material fact, intentional interference  
 7 with contract and intentional interference with prospective business relations.

8 **SPECIAL INTERROGATORY NO. 34:**

9 State ALL laws that YOU contend Facebook's conduct violates RELATED TO YOUR  
 10 claim for violation of Business and Professions Code § 17200 et seq.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 34:**

12 Responding Party incorporates each of the General Objections and further objects to this  
 13 demand to the extent that it: (1) is vague and ambiguous; (2) is overly broad and unduly  
 14 burdensome in seeking "ALL laws"; (3) calls for information covered by the attorney-client  
 15 privilege and work product privileges; (4) seeks information not relevant to the subject matter of  
 16 this litigation and not reasonably calculated to lead to the discovery of admissible evidence; and  
 17 (5) seeks information equally available to Defendant.

18 Subject to and without waiving the foregoing objections, Responding Party responds that  
 19 its analysis, investigation and discovery are ongoing and it does not intend to limit evidence at  
 20 trial to matters stated herein. Facebook's conduct repeatedly violates Business and Professions  
 21 Code § 17200 et seq. by engaging in: (1) unlawful business acts or practices; (2) unfair business  
 22 acts or practices; (3) fraudulent business acts or practices; (4) unfair, deceptive, untrue or  
 23 misleading advertising; and (5) business acts or practices prohibited by §§ 17500-17577.5.  
 24 Further, Facebook's conduct repeatedly violates Business and Professions Code §§ 17500 et seq.,  
 25 which prohibits advertising goods or services that Facebook knew or should have known were  
 26 likely to deceive. Facebook's conduct also repeatedly violates California's Consumer Legal  
 27 Remedies Act (Cal. Civ. Code §§ 1750 et seq.) protecting consumers against unfair and deceptive  
 28 business practices (Cal. Civ. Code § 1760) and various violations of Cal. Civ. Code § 1770.



1 Finally, Facebook's conduct repeatedly violates Business and Professions Code §§ 16600 et seq.  
2 prohibiting contracts that restrain engagement in a lawful profession, trade or business of any  
3 kind.

4 Facebook's conduct also violates Section 5 of the Federal Trade Commission Act (15  
5 U.S.C. § 45) prohibiting unfair methods of competition in or affecting commerce and unfair or  
6 deceptive practices in or affecting commerce. Facebook's conduct further violates Section 1 of  
7 the Sherman Act prohibiting contracts in restraint of trade or commerce. Facebook's conduct  
8 further repeatedly violates Section 2 of the Sherman Act prohibiting the monopolization or  
9 attempt to monopolize any part of the trade or commerce among states. Facebook's conduct  
10 further repeatedly violates Section 2 of the Clayton Act, the Robinson-Patman Price  
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12 effect is to lessen competition or tend to create a monopoly. Facebook's conduct further  
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14 services or goods from competitors that tend to create a monopoly or lessen competition.  
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19 Finally, Facebook's conduct violates numerous other state laws that are accessible via  
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22 trade or commerce or in the furnishing of any service. Facebook's conduct further violates  
23 Business and Professions Code § 17200 et seq. by reason of its tortious conduct, including but not  
24 limited to constructive fraud, negligent misrepresentation of material fact, intentional interference  
25 with contract and intentional interference with prospective business relations.  
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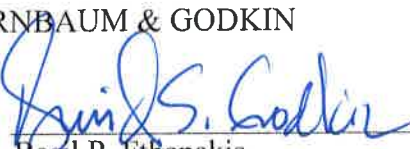


1  
2 DATED: January 11, 2017

CRITERION LAW

3 BIRNBAUM & GODKIN

4  
5 By:

  
Basil P. Fthenakis

David S. Godkin (admitted *pro hac vice*)

6 James E. Kruzer (admitted *pro hac vice*)

7 Attorneys for Plaintiff

Six4Three, LLC



**PROOF OF SERVICE**

I, James E. Kruzer, declare:

I am a citizen of the United States and employed in Suffolk County, Massachusetts. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 280 Summer Street, Boston, MA 02210. On January 12, 2017, I served a copy of the within document(s):

PLAINTIFF SIX4THREE LLC'S RESPONSE TO DEFENDANT FACEBOOK, INC.'S  
SPECIALLY PREPARED INTERROGATORIES (SET TWO)



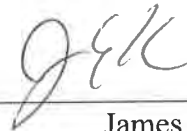
By electronically mailing a true and correct copy through Birnbaum & Godkin, LLP's electronic mail system to the email addresses set forth below.

SONAL N. MEHTA (SBN 222086)  
LAURA E. MILLER (SBN 271713)  
CATHERINE Y. KIM (SBN 308442)  
Durie Tangri LLP  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300  
smehta@durietangri.com  
lmiller@durietangri.com  
ckim@durietangri.com

Attorney for Defendant  
FACEBOOK, INC.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed January 12, 2017, at Boston, Massachusetts.



James E. Kruzer



**VERIFICATION**

I, Ted Kramer, as a certified representative of Plaintiff Six4Three LLC ("643"), certify and declare under penalty of perjury under the laws of the state of California that I have read and reviewed 643's Answers to Facebook's Second Set of Specially Prepared Interrogatories; and believe them to be true and accurate based on the information available to 643 at the present time.

Executed January 11, 2017, at San Francisco, California.

A handwritten signature in black ink, appearing to be 'TK' followed by a stylized surname, written over a horizontal line.

By: Ted Kramer



Exhibit 4



DURIE TANGRI LLP  
SONAL N. MEHTA (SBN 222086)  
smehta@durietangri.com  
LAURA E. MILLER (SBN 271713)  
lmiller@durietangri.com  
CATHERINE Y. KIM (SBN 308442)  
ckim@durietangri.com  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300

Attorneys for Defendant  
Facebook, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

SIX4THREE, LLC, a Delaware limited liability  
company,

Plaintiff,

v.

FACEBOOK, INC., a Delaware corporation and  
DOES 1-50, inclusive,

Defendant.

Case No. CIV 533328

**NOTICE TO ADVERSE PARTY OF  
REMOVAL TO FEDERAL COURT**

Ctrm: Law and Motion Dept.

FILING DATE: April 10, 2015  
TRIAL DATE: May 15, 2017



1 TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE THAT a Notice of Removal of this action was filed in the United  
3 States District Court for the Northern District of California, San Francisco Division, on January 24, 2017.  
4 A copy of the said Notice of Removal is attached to this Notice and is served and filed herewith.

5  
6 Dated: January 24, 2017

DURIE TANGRI LLP

7  
8 By: \_\_\_\_\_

  
LAURA E. MILLER

9 Attorneys for Defendant  
10 Facebook, Inc.  
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# CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<b>I. (a) PLAINTIFFS</b>  SIX4THREE, LLC  <b>(b)</b> County of Residence of First Listed Plaintiff <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>  <b>(c)</b> Attorneys (Firm Name, Address, and Telephone Number)  David S. Godkin, godkin@birnbaumgodkin.com James Kruzer, kruzer@birnbaumgodkin.com BIRNBAUM & GODKIN, LLP 280 Summer Street, Boston, MA 02210, Telephone: 617-307-6100	<b>DEFENDANTS</b>  FACEBOOK, INC.  County of Residence of First Listed Defendant <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span> <i>(IN U.S. PLAINTIFF CASES ONLY)</i>  NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known)  DURIE TANGRI LLP SONAL N. MEHTA (SBN 222086), smehta@durietangri.com LAURA E. MILLER (SBN 271713), lmiller@durietangri.com CATHERINE Y. KIM (SBN 308442), ckim@durietangri.com 217 Leidesdorff Street, San Francisco, CA 94111, Telephone: 415-362-6666
--	--

<b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only) <table style="width:100%; border: none;"> <tr> <td style="width:50%; vertical-align: top;"> <input type="checkbox"/> 1 U.S. Government Plaintiff   <input type="checkbox"/> 2 U.S. Government Defendant                 </td> <td style="width:50%; vertical-align: top;"> <input checked="" type="checkbox"/> 3 Federal Question  <i>(U.S. Government Not a Party)</i>   <input type="checkbox"/> 4 Diversity  <i>(Indicate Citizenship of Parties in Item III)</i> </td> </tr> </table>	<input type="checkbox"/> 1 U.S. Government Plaintiff  <input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i>  <input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i>	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant) <table style="width:100%; border: none;"> <tr> <th style="text-align: left; border: none;">(For Diversity Cases Only)</th> <th style="text-align: center; border: none;">PTF</th> <th style="text-align: center; border: none;">DEF</th> </tr> <tr> <td style="border: none;">Citizen of This State</td> <td style="text-align: center; border: none;"><input type="checkbox"/> 1</td> <td style="text-align: center; border: none;"><input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="text-align: center; border: none;"><input type="checkbox"/> 2</td> <td style="text-align: center; border: none;"><input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State</td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="text-align: center; border: none;"><input type="checkbox"/> 3</td> <td style="text-align: center; border: none;"><input type="checkbox"/> 3 Foreign Nation</td> </tr> </table>	(For Diversity Cases Only)	PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3 Foreign Nation
<input type="checkbox"/> 1 U.S. Government Plaintiff  <input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i>  <input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i>														
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Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State													
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3 Foreign Nation													

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment Of Veteran's Benefits <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans <i>(Excludes Veterans)</i> <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice  <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC § 881 <input type="checkbox"/> 690 Other  <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act  <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC § 158 <input type="checkbox"/> 423 Withdrawal 28 USC § 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC § 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC § 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input checked="" type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities-Employment <input type="checkbox"/> 446 Amer. w/Disabilities-Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty  <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee-Conditions of Confinement		

**V. ORIGIN** (Place an "X" in One Box Only)

<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify)	<input type="checkbox"/> 6 Multidistrict Litigation-Transfer	<input type="checkbox"/> 8 Multidistrict Litigation-Direct File
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**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
 28 U.S.C. § 1331; 28 U.S.C. § 1441(a); 15 U.S.C. § 4; 15 U.S.C. § 15

Brief description of cause:

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$

CHECK YES only if demanded in complaint:  
**JURY DEMAND:** ☒ Yes ☐ No

**VIII. RELATED CASE(S), IF ANY** (See instructions):

JUDGE

DOCKET NUMBER

**IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)**

(Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND ☐ SAN JOSE ☐ EUREKA-MCKINLEYVILLE

DATE: 01/24/2017

SIGNATURE OF ATTORNEY OF RECORD:



## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
  - c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket.
- Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.



1 DURIE TANGRI LLP  
2 SONAL N. MEHTA (SBN 222086)  
3 smehta@durietangri.com  
4 LAURA E. MILLER (SBN 271713)  
5 lmiller@durietangri.com  
6 CATHERINE Y. KIM (SBN 308442)  
ckim@durietangri.com  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300

7 Attorneys for Defendant  
8 Facebook, Inc.

9 IN THE UNITED STATES DISTRICT COURT  
10 FOR THE NORTHERN DISTRICT OF CALIFORNIA

11 SIX4THREE, LLC,

12 Plaintiff,

13 v.

14 FACEBOOK, INC.,

15 Defendant.

Case No. 3:17-cv-00359

**NOTICE OF REMOVAL OF ACTION:  
UNDER 28 U.S.C. § 1441(A)  
(FEDERAL QUESTION)**



1 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

2 PLEASE TAKE NOTICE that Defendant Facebook, Inc. ("Facebook") hereby removes to this  
3 Court the state court action described below.

4 On April 10, 2015, an action was filed in the Superior Court of the State of California in and for  
5 the County of San Mateo entitled *Six4Three, LLC v. Facebook, Inc.*, case number CIV53328, attached  
6 hereto as Exhibit A. After demurrer practice, Plaintiff Six4Three LLC ("Six4Three") filed a Second  
7 Amended Complaint on February 26, 2016. A copy of the Second Amended Complaint is attached  
8 hereto as Exhibit B.

9 On January 12, 2017, Six4Three served verified interrogatory responses in which Six4Three  
10 disclosed that it intends to present the violation of numerous federal statutes, including federal antitrust  
11 statutes providing for exclusive federal jurisdiction, as the predicate unlawful acts for its claim that  
12 Facebook has violated California Business & Professions Code Section 17200 *et seq.* ("Section 17200").  
13 A copy of the interrogatory responses is attached hereto as Exhibit C.

14 The balance of the Superior Court case file is attached hereto as Exhibit D.

15 **I. JURISDICTION**

16 This action is a civil action of which this Court has original and exclusive jurisdiction under,  
17 among other things, Section 4 of the Sherman Act (15 U.S.C. § 4) and Section 4 of the Clayton Act (15  
18 U.S.C. § 15), and is one which may be removed to this Court by Defendant pursuant to the provisions of  
19 28 U.S.C. Sections 1331 and 1441(a) in that it arises under federal antitrust law.

20 **II. INTRADISTRICT ASSIGNMENT**

21 As this action arose in the City and County of San Mateo, assignment to the San Francisco  
22 Division of the United States District Court for the Northern District of California is proper.

23 **III. SIX4THREE'S VERIFIED INTERROGATORY RESPONSE REVEALS THAT ITS**  
24 **SECTION 17200 CLAIM IS BASED ON FEDERAL ANTITRUST LAW**

25 Six4Three's Second Amended Complaint purports to state four causes of action: intentional  
26 interference with contractual relations, intentional interference with prospective economic advantage,  
27  
28



negligent misrepresentation, and violations of Section 17200.<sup>1</sup> The parties have been proceeding in the Superior Court, with discovery ongoing. As part of the discovery process, Facebook propounded an interrogatory asking Six4Three to “State ALL laws that YOU contend Facebook’s conduct violates RELATED TO YOUR claim for violation of Business and Professions Code § 17200 et seq.” On January 12, 2017, Six4Three responded to the interrogatory and identified the alleged violation of a number of federal antitrust laws as the predicate for unlawful acts for Six4Three’s Section 17200 claims:

Subject to and without waiving the foregoing objections, Responding Party responds that its analysis, investigation and discovery are ongoing and it does not intend to limit evidence at trial to matters stated herein. Facebook’s conduct repeatedly violates Business and Professions Code § 17200 et seq. by engaging in: (1) unlawful business acts or practices; (2) unfair business acts or practices; (3) fraudulent business acts or practices; (4) unfair, deceptive, untrue or misleading advertising; and (5) business acts or practices prohibited by §§ 17500-17577.5. Further, Facebook’s conduct repeatedly violates Business and Professions Code §§ 17500 et seq., which prohibits advertising goods or services that Facebook knew or should have known were likely to deceive, Facebook’s conduct also repeatedly violates California’s Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750 et seq.) protecting consumers against unfair and deceptive business practices (Cal. Civ. Code § 1760) and various violations of Cal. Civ. Code 1770. Finally, Facebook’s conduct repeatedly violates Business and Professions Code §§ 16600 et seq. prohibiting contracts that restrain engagement in a lawful profession, trade or business of any kind.

Facebook’s conduct also violates *Section 5 of the Federal Trade Commission Act* (15 U.S.C. § 45) prohibiting unfair methods of competition in or affecting commerce and unfair or deceptive practices in or affecting commerce, Facebook’s conduct further violates *Section 1 of the Sherman Act* prohibiting contracts in restraint of trade of commerce. Facebook’s conduct further repeatedly violates *Section 2 of the Sherman Act* prohibiting the monopolization or attempt to monopolize any part of the trade or commerce among states. Facebook’s conduct further repeatedly violates *Section 2 of the Clayton Act, the Robinson-Patman Price Discrimination Act*, prohibiting discrimination of price between different purchasers where the effect is to lessen competition or tend to create a monopoly, Facebook’s conduct further repeatedly violates *Section 3 of the Clayton Act* prohibiting agreements that require avoidance of services or goods from competitors that tend to create a monopoly or lessen competition. Facebook’s conduct further repeatedly violates the Cartwright Act, Business and Professions Code §§ 16720 et seq., prohibiting trusts or actions in concert in restraint of trade or commerce. Facebook’s violations further include numerous per se violations resulting from tying agreements with a host of third parties.

Finally, Facebook’s conduct violates numerous other state laws that are accessible via Business and Professions Code §§ 17200 et seq., including but not limited to New York General Business Law §§ 349 et seq. prohibiting deceptive acts or practices in conduct of any business, trade or commerce or in the furnishing of any service. Facebook’s conduct further violates Business and Professions Code § 17200 et seq. by reason of its tortious conduct, including but not limited to constructive fraud, negligent misrepresentation of

<sup>1</sup> The Second Amended Complaint also includes a claim for promissory estoppel. On June 28, 2016, Facebook’s demurrer was sustained as to this claim without leave to amend.



1 material fact, intentional interference with contract and intentional interference with  
2 prospective business relations.

3 Exhibit C at 5–6 (emphasis added).

4 After receiving Six4Three’s interrogatory response, counsel for Facebook approached Six4Three  
5 to confirm that Six4Three in fact intended to pursue all of the federal and state claims identified in its  
6 interrogatory response. Exhibit E. Facebook’s counsel noted that it would understand Six4Three to be  
7 pursuing all such claims if it did not hear otherwise from Six4Three by January 23. Six4Three did not  
8 respond, confirming that it is in fact relying upon the violation of federal laws, including federal antitrust  
9 laws, as the predicate for its Section 17200 claims.

10 **IV. SIX4THREE’S CONTENTIONS CONFIRM THAT THIS MATTER SHOULD BE**  
11 **REMOVED TO FEDERAL COURT.**

12 “[A]ny civil action brought in a State court of which the district courts of the United States have  
13 original jurisdiction, may be removed by the defendant or the defendants, to the district court of the  
14 United States for the district and division embracing the place where such action is pending.” 28 U.S.C.  
15 § 1441(a). “The several district courts of the United States are invested with jurisdiction to prevent and  
16 restrain violations of sections 1 to 7 of” the Sherman Act. 15 U.S.C. § 4. “[A]ny person who shall be  
17 injured in his business or property by reason of anything forbidden in the antitrust laws may sue therefor  
18 in any district court of the United States in the district in which the defendant resides or is found or has  
19 an agent . . . .” 15 U.S.C. § 15.

20 Pursuant 28 U.S.C. § 1446(b)(3) “if the case stated by the initial pleading is not removable, a  
21 notice of removal may be filed within thirty days after receipt by the defendant, through service or  
22 otherwise, of a copy of an amended pleading, motion, order or other paper from which it may first be  
23 ascertained that the case is one which is or has become removable.” This notice of removal is being filed  
24 within thirty days of Six4Three’s interrogatory responses disclosing Six4Three’s reliance on federal  
25 antitrust laws as the predicate for its Section 17200 claim.

26 Because Six4Three’s Section 17200 claim arises under federal antitrust law, it is necessarily  
27 federal in character, and presents substantial, disputed questions of federal antitrust law. *See, e.g.,*  
28 *National Credit Reporting Ass’n, v. Experian Information Solutions, Inc.*, No. C04-01661 WHA, 2004



1 WL 1888769 (N.D. Cal. July 21, 2004).

2 **V. CONCLUSION**

3 For the reasons stated above, this matter is properly removed to federal court, exclusive  
4 jurisdiction.

5  
6 Dated: January 24, 2017

DURIE TANGRI LLP

7  
8 By: /s/ Laura E. Miller  
LAURA E. MILLER

9 Attorneys for Defendant  
10 Facebook, Inc.  
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# EXHIBIT A



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Attorneys for Plaintiff,  
SIX4THREE, LLC, a Delaware  
limited liability company

**FILED**  
**SAN MATEO COUNTY**

APR 10 2015

Clerk of the Superior Court  
By [Signature]  
DEPUTY CLERK

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN MATEO

**CN 533328**

SIX4THREE, LLC, a Delaware limited  
liability company,

Plaintiff,

v.

FACEBOOK, INC., a Delaware corporation  
and DOES 1 through 50, inclusive

Defendants

Case No

COMPLAINT OF PLAINTIFF,  
SIX4THREE, LLC, FOR INJUNCTION  
AND DAMAGES FOR:

- 1 PROMISSORY ESTOPPEL,
- 2 INTENTIONAL INTERFERENCE  
WITH CONTRACT,
- 3 INTENTIONAL INTERFERENCE WITH  
PROSPECTIVE BUSINESS  
RELATIONS, AND,
- 4 VIOLATION OF CALIFORNIA  
BUSINESS AND PROFESSIONS  
CODE §§ 17200 ET SEQ

**BY FAX**

Plaintiff, Six4Three, LLC, alleges as follows:

1. This matter concerns Defendant Facebook, Inc.'s unilateral decision to terminate third-party developer access to part of the Facebook platform, which it had previously pledged to



1 keep open In reliance on Facebook's representations of open access to the Facebook platform,  
 2 Plaintiff Six4Three, LLC ("643") invested considerable time, effort, and expense in developing  
 3 an application, only to have that investment rendered worthless by Facebook's decision. 643  
 4 brings this action to make Facebook adhere to its open-access promise, or make 643 whole for the  
 5 loss of its investment

## 6 PARTIES

7           2       Plaintiff 643 is a Delaware Limited Liability Corporation with a principal place of  
 8 business at 175 Varick Street, 4th Floor, New York, New York

9           3       On information and belief, Defendant Facebook, Inc , is a Delaware Corporation  
 10 with a principal place of business of One Hacker Way, Menlo Park, California.

11           4.       Plaintiff is ignorant of the true names and capacities of the Defendants sued herein  
 12 as Does 1 through 50, inclusive, and each of them, and therefore sues said Defendants by such  
 13 fictitious names Plaintiff will amend this complaint when the true names and capacities of said  
 14 Defendants have been ascertained Plaintiff is informed and believes and thereon alleges, that  
 15 Defendants Does 1 through 50, inclusive, and each of them, are legally responsible in some  
 16 manner for the events and happenings referred to herein and proximately caused or contributed to  
 17 the injuries to Plaintiff as hereinafter alleged Wherever in this complaint any Defendant is the  
 18 subject of any charging allegation by Plaintiff, it shall be deemed that said Defendants Does 1  
 19 through 50, inclusive, and each of them, are likewise the subjects of said charging allegation

20           5       Plaintiff is informed and believes, and thereon alleges, that at all times herein  
 21 mentioned, each of the Defendants was the agent and employee of each of the remaining  
 22 Defendants and, in doing the things herein alleged, was acting within the course and scope of said  
 23 agency and employment

## 24 FACTS

25           6       643 is an image pattern recognition startup company.

26           7.       Facebook operates a social networking service that enables users to connect and  
 27 share information with their friends and family.



1           8       Facebook refers to the network of relationships between its users as the “Graph” or  
2 the “Social Graph ”

3           9.       The Facebook Developer Platform (also called “Facebook Platform”) enables  
4 third-party developers (“Developers”) to make their applications and other services available to  
5 Facebook users.

6           10.      Facebook announced the opening of Facebook Platform to Developers on or about  
7 June 1, 2007.

8           11.      At the opening of Facebook Platform, Facebook stated: “With this evolution of  
9 Facebook Platform, we’ve made it so that any developer can build the same applications that we  
10 can. And by that, we mean that they can integrate their application into Facebook — into the  
11 social graph — the same way that our applications like Photos and Notes are integrated.”

12          12.      Facebook thereby permitted Developers to have open, equal access to integrate  
13 applications into Facebook.

14          13.      Facebook did not state or imply that access to Facebook Platform might later be  
15 rescinded or provided on an unequal basis.

16          14       As recently as March 16, 2015, this representation remained available on  
17 Facebook’s web page.

18          15.      On or about April 21, 2010, Facebook announced the launch of Graph Application  
19 Programming Interface (“Graph API”) at its developer conference.

20          16.      Graph API allows Developers, with the consent of a Facebook user, to read data  
21 from and write data to Facebook.

22          17.      Developers can only access Facebook content (referred to as “endpoints”) with  
23 explicit permission from the user.

24          18.      Examples of endpoints include a user’s birthdate, favorite athletes, or photos

25          19       Graph API also permits access to endpoints regarding a user’s friends. One such  
26 endpoint is the set of photos that a user’s friends had chosen to share with that user (the “Friends’  
27 Photos Endpoint”) A user’s friends can control access to their photos and other endpoints by  
28 Developers even if they are not users of the Developer application.



1           20. By granting Developers access to the Friends' Photos Endpoint, Facebook allowed  
2 Developers to build applications that enabled a Facebook user to search the user's friends' photos  
3 via a Facebook platform application, assuming the user's friend provided such permission to  
4 Developers.

5           21 During the announcement of Graph API, Facebook touted several features of  
6 Graph API in order to increase its appeal to Developers such as 643.

7           22. Facebook emphasized how Graph API would become more and more open to  
8 developers: "As we open the graph, developers can use these connections to create a smarter,  
9 more personalized Web that gets better with every action taken."

10          23. Facebook also emphasized the business potential of Graph API: "Through  
11 Facebook's new tools and technologies, every developer — new and existing, big and small,  
12 novice and advanced — can engage users, build businesses and revolutionize industries."

13          24 As recently as March 16, 2015, these representations remained available on  
14 Facebook's web page.

15          25. 643 relied upon these representations, and others, as to the open nature of Graph  
16 API, and invested considerable time, energy, and money developing an application to make use of  
17 Graph API on Facebook.

18          26. In December 2012, 643 entered into the Facebook Developer Platform, which  
19 permitted 643 to develop applications using the Graph API.

20          27. 643 has developed a unique automated image classification capability, which it  
21 used to develop an application called Pikinis ("the App").

22          28. The App is available for download on any iOS-compatible device, including the  
23 iPhone and iPad. The App enables Facebook users to reduce time spent searching by  
24 automatically classifying photos that their friends have shared with them through Facebook's  
25 network, assuming their friends have provided such permission to Developers.

26          29 The App requires use of Facebook's Graph API, and specifically the Friends'  
27 Photos Endpoint.



1           30.     The App uses 643's pattern-recognition technology to search through shared  
2 photos and identify those of their friends at the beach or in the summer.

3           31.     643 conducted initial user research that indicated considerable consumer demand  
4 for the App.

5           32.     Facebook has never expressed any disapproval of the App.

6           33     643 made plans to market and promote the App to attract users.

7           34     643 sells the App for \$1.99 in Apple's App store.

8           35     The basic version of the App allows a user to run a certain number of searches per  
9 month.

10          36.     In addition, users can choose to pay for premium access, which allows unlimited  
11 searching. 643 offers different pricing tiers for premium access, ranging from \$1.99 for a monthly  
12 subscription, to \$6.99 for 6 months, to \$9.99 for 12 months.

13          37.     Facebook benefits from the work of Developers such as 643 who create  
14 applications for use with Facebook. These applications can enhance user experience and drive  
15 traffic to Facebook's website and mobile app, which in turn generates revenue for Facebook  
16 through advertising sales, its primary revenue stream.

17          38     On January 20, 2015, Facebook sent an email to 643 stating that 643 must  
18 "upgrade" the App to Graph API v. 2.0 by April 30, 2015.

19          39.     The email stated that Facebook would end third-party access to the Friends'  
20 Photos Endpoint on April 30, 2015.

21          40     The App will not function at all without access to the Friends' Photos Endpoint, so  
22 Facebook's suggestion that 643 "upgrade" the App to Graph API v. 2.0 was not possible.

23          41.     By deciding to end access to the Friends' Photos Endpoint, Facebook has made it  
24 impossible for 643 to continue to operate the App, to abide by the license agreements and  
25 purchase terms entered into by 643 with its users, and for 643 to recoup any of its investment of  
26 capital, human labor, time, effort, and energy.

27          42.     643 has sold approximately 5,000 copies of the App since launch.

28          43.     A substantial portion of App users have paid for premium access



1           44. Each one of the App users entered into a license agreement with 643

2           45. Facebook requires Developers to enter into license agreements with users of  
3 applications for Facebook. These license agreements must, among other things, require that the  
4 users of these applications adhere to Facebook's terms of service

5           46. Accordingly, Facebook knew, or had reason to know, about the existence of 643's  
6 license agreements with its users.

7           47. Had Facebook refrained from ending access to Friends' Photos Endpoint, 643  
8 could have quickly begun to generate hundreds of thousands of dollars of revenue on a monthly  
9 basis

10          48. In total, 643 expended approximately \$1.15 million in capital and uncompensated  
11 labor by its executives in developing and marketing the App

12          49. 643 attended Facebook events for Developers and made known the harm caused  
13 verbally and via email to the appropriate Facebook employees

14          50. Faced with the imminent loss of its investment, 643 wrote to Facebook on March  
15 16, 2015, and informed Facebook that its decision to discontinue access to the Friends' Photos  
16 Endpoint would harm 643 in several ways. 643 informed Facebook that it had reasonably relied  
17 on Facebook's representations that the endpoints would remain open, and that Developers would  
18 have an equal opportunity to integrate applications into the social graph.

19          51. 643 requested that Facebook continue to permit Developers to have access to the  
20 Friends' Photos Endpoint.

21          52. 643 alerted Facebook to the considerable harm it would suffer should access be cut  
22 off.

23          53. 643 also noted that some of its users had entered into subscriptions that extend  
24 beyond the April 30, 2015, cut-off date, and that these users could be entitled to refunds of their  
25 purchases.

26          54. As of the date of this complaint, 643 has received no response to its letter

27          55. Facebook has not announced that it would change its policy.



1           56     In doing the things herein alleged, Facebook acted with fraud, malice and  
2 oppression, and in reckless disregard of the rights of 643

3                                   **COUNT I: PROMISSORY ESTOPPEL**  
4                                   **[Against all Defendants]**

5           57     643 re-alleges and repleads paragraphs 1 through 56 as though set forth fully  
6 herein

7           58     Facebook clearly and unambiguously promised to keep open the Friends' Photos  
8 Endpoint.

9           59.     643 invested considerable capital, labor, time, and effort into developing the App  
10 in reliance on this promise.

11          60     643's reliance was reasonable.

12          61     643's reliance was foreseeable by Facebook.

13          62     643 was injured as a result of its reliance on Facebook's promise, which Facebook  
14 did not keep, in an unascertained amount in excess of \$25,000 00, to be established according to  
15 proof at trial

16          63     Accordingly, Facebook is liable to 643 for damages.

17                                   **COUNT II: INTENTIONAL INTERFERENCE WITH CONTRACT**  
18                                   **[Against all Defendants]**

19          64.     643 re-alleges and repleads paragraphs 1 through 63 as though set forth fully  
20 herein

21          65.     643 had entered into license agreements and subscriptions for premium access  
22 with its users

23          66     Facebook knew of these license agreements and subscriptions.

24          67     Facebook intentionally interfered with and disrupted these contracts when it stated  
25 that it would end 643's access to the Friends' Photos Endpoint on April 30, 2015, despite  
26 knowing that disruption of these contracts would be the natural result of ending 643's access.

27          68     As of April 30, 2015, if Facebook ends 643's access to the Friends' Photos  
28 Endpoint as it has announced, then Facebook will further intentionally interfere with and disrupt



643's contracts with its users, despite knowing that disruption of these contracts would be the natural result of ending 643's access

69. 643's contract with its users was thereby disrupted, and as of April 30, 2015, 643's contract with its users will be further disrupted.

70. As a result, 643 has suffered and will suffer damage in an unascertained amount in excess of \$25,000.00 to be established according to proof at trial.

71. Accordingly, Facebook is liable to 643 for damages.

**COUNT III: INTENTIONAL INTERFERENCE WITH  
PROSPECTIVE BUSINESS RELATIONS  
[Against all Defendants]**

72 643 re-alleges and repleads paragraphs 1 through 71 as though set forth fully herein.

73. 643 had an expectation of economic benefit from third parties, including its users who downloaded the App and other Facebook users who may have downloaded the App if 643 had marketed the App as it planned.

74. Facebook knew of 643's relationship with the users of the App, and knew of 643's plans to market the App widely.

75. Facebook intentionally disrupted these relationships when it announced that it would end 643's access to the Friends' Photos Endpoint on April 30, 2015, despite knowing that disruption of these relationships would be the natural result of ending 643's access.

76. As of April 30, 2015, if Facebook ends 643's access to the Friends' Photos Endpoint as it has announced, then Facebook will further intentionally interfere with and disrupt 643's relationships with its users, despite knowing that disruption of these relationships would be the natural result of ending 643's access

77. 643's relationship with its users was thereby disrupted, and will be further disrupted.

78. As a result, 643 suffered damage in an unascertained amount in excess of \$25,000.00 to be established according to proof at trial.

79. Accordingly, Facebook is liable to 643 for damages



**COUNT IV: VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200 et seq.**  
**[Against all Defendants]**

80 643 re-alleges and repleads paragraphs 1 through 79 as though set forth fully  
herein

81. Facebook's decision to end access to the Friends' Photos Endpoint was unlawful

82. 643 suffered substantial injury as a result of Facebook's actions, including the loss  
of its investment in developing the App and lost revenue.

83. No countervailing benefits of Facebook's decision to consumers or competitors  
exist.

84. 643 could not have reasonably avoided its injury because Facebook only  
announced its decision after 643 had made considerable investment and Facebook had approved  
the App.

85. 643 also requested that Facebook not end access to Friends' Photos Endpoint, but  
Facebook did not change its decision.

86. Accordingly, Facebook is liable to 643 for violation of California's Unfair  
Business Practices Act.

87 As a proximate result of the acts and conduct of Facebook herein alleged, 643 has  
found it necessary to engage attorneys, and incur attorney's fees, and will continue to incur  
attorney's fees, in an unascertained amount to be established according to proof following the  
conclusion of trial

**JURY TRIAL DEMAND**

88. 643 demands a trial by jury on all claims so triable.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff 643 asks this Court to enter judgment against Defendant  
Facebook, Inc., as follows:

A. A judgment or order declaring Facebook's conduct, as alleged, unlawful under  
California's Unfair Business Practices Act,

B. A judgment, order, or award of damages adequate to compensate 643;



1 C A permanent injunction prohibiting Facebook from removing access to the  
2 Friends' User Photos Endpoint,

3 D. A permanent injunction prohibiting Facebook from interfering with 643's  
4 contracts or prospective business relations;

5 E. An award of its reasonable attorneys' fees and costs;

6 F. Punitive damages and/or treble damages as provided by California's Unfair  
7 Business Practices Act; and

8 G. Such other further relief as this Court or a jury may deem proper and just.

9  
10 Dated: April 10, 2015

CRITERION LAW

11  
12 By: 

13 Basil P. Fthenakis, Esq.  
14 Attorney for Plaintiff  
Six4Three, LLC

15 Of counsel:  
16 David S. Godkin  
17 Andrew A. Caffrey, III  
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# EXHIBIT B



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10 Attorneys for Plaintiff,  
 11 SIX4THREE, LLC, a Delaware  
 limited liability company

12  
 13 SUPERIOR COURT OF CALIFORNIA  
 14 COUNTY OF SAN MATEO  
 15

16 SIX4THREE, LLC, a Delaware limited  
 17 liability company,

18 Plaintiff,

19 v.

20 FACEBOOK, INC., a Delaware corporation  
 and DOES 1 through 50, inclusive

21 Defendants.  
 22  
 23  
 24

Case No. CIV 533328

SECOND AMENDED COMPLAINT OF  
 PLAINTIFF, SIX4THREE, LLC, FOR  
 INJUNCTION AND DAMAGES FOR:

1. VIOLATION OF CALIFORNIA  
 BUSINESS AND PROFESSIONS CODE  
 §§ 17200 ET SEQ.;  
 2. PROMISSORY ESTOPPEL;  
 3. NEGLIGENT MISREPRESENTATION;  
 4. INTENTIONAL INTERFERENCE  
 WITH CONTRACT; AND  
 5. INTENTIONAL INTERFERENCE  
 WITH PROSPECTIVE BUSINESS  
 RELATIONS.

**BY FAX**

25 Plaintiff, Six4Three, LLC, alleges as follows:

- 26 1. This matter concerns Defendant Facebook, Inc.'s campaign of promises,  
 27 enticements, and representations to third-party software developers ("Developers") such as



1 Plaintiff Six4Three, LLC ("643"), to develop applications for Facebook, based on Facebook's  
 2 representations that Developers would have a level playing field, fair competition, and an  
 3 opportunity to grow their business. Facebook's campaign was part of a calculated strategy to  
 4 drive Facebook's own growth by leveraging the hard work of Developers. But once Facebook  
 5 decided it would prefer to no longer compete with Developers, it abruptly reversed course, and  
 6 broke its promise of fair competition in Facebook's platform. Facebook's conduct here is a classic  
 7 "bait and switch" tactic that is barred by California law, as detailed below.

### 8 PARTIES

9 2. Plaintiff 643 is a Delaware Limited Liability Corporation with a principal place of  
 10 business at 535 Mission Street, 14th Floor, San Francisco, California.

11 3. On information and belief, Defendant Facebook, Inc., is a Delaware Corporation  
 12 with a principal place of business of One Hacker Way, Menlo Park, California.

13 4. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein  
 14 as Does 1 through 50, inclusive, and each of them, and therefore sues said Defendants by such  
 15 fictitious names. Plaintiff will amend this complaint when the true names and capacities of said  
 16 Defendants have been ascertained. Plaintiff is informed and believes and thereon alleges, that  
 17 Defendants Does 1 through 50, inclusive, and each of them, are legally responsible in some  
 18 manner for the events and happenings referred to herein and proximately caused or contributed to  
 19 the injuries to Plaintiff as hereinafter alleged. Wherever in this complaint any Defendant is the  
 20 subject of any charging allegation by Plaintiff, it shall be deemed that said Defendants Does 1  
 21 through 50, inclusive, and each of them, are likewise the subjects of said charging allegation.

22 5. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
 23 mentioned, each of the Defendants was the agent and employee of each of the remaining  
 24 Defendants and, in doing the things herein alleged, was acting within the course and scope of said  
 25 agency and employment.

### 26 FACTS

27 6. 643 is an image pattern recognition startup company.  
 28



1           7.       Facebook operates a social networking service that enables users to connect and  
2 share information with their friends and family.

3           8.       Facebook refers to the network of relationships between its users as the “Graph” or  
4 the “Social Graph.”

5           9.       The Facebook Developer Platform (also called “Facebook Platform”) enables  
6 Developers to make their applications and other services available to Facebook users.

7           **I. LAUNCH OF FACEBOOK PLATFORM IN 2007**

8           10.      At 3PM PDT on May 24, 2007, Mark Zuckerberg, Facebook Founder and CEO,  
9 made a self-described revolutionary announcement to a crowded room of software developers in  
10 San Francisco. Zuckerberg announced the launch of Facebook Platform, which he had described  
11 weeks earlier in an interview with Fortune magazine as “the most powerful distribution  
12 mechanism that’s been created in a generation.”<sup>1</sup> He went on in the Fortune interview to describe  
13 the motivation for creating Facebook Platform in this way: “We want to make Facebook into  
14 something of an operating system so you can run full applications,” specifying that this  
15 development was the internet-equivalent to what Microsoft did with Windows, which allowed  
16 other developers to build applications for PCs. (See  
17 <http://archive.fortune.com/2007/05/24/technology/facebook.fortune/index.htm>.)

18           11.      In fact, Zuckerberg’s first demonstration of Facebook Platform was purportedly to  
19 Bill Gates in early May 2007. Microsoft and Facebook had reached an agreement for Microsoft to  
20 purchase banner ads on Facebook in which Microsoft had guaranteed Facebook a minimum of  
21 \$100 million per year through 2011. Facebook Platform was positioned by Facebook to Microsoft  
22 as the driving force behind meeting Facebook’s ambitious growth metrics. At the time of this  
23 announcement, Facebook had just exceeded 20 million active users and had raised only \$37.7  
24 million in venture capital investment. Even at this modest point in Facebook’s growth, its photo  
25 sharing application was the largest photo application on the Internet, and according to Facebook’s

26  
27 <sup>1</sup> In the quoted text here and elsewhere in the Second Amended Complaint, representations by  
28 Facebook or its employees have been underlined for emphasis.



1 own internal statistics, drew more than twice the traffic of the next three photo sites combined at  
2 the time of the May 24, 2007 announcement of Facebook Platform.

3 12. Zuckerberg announced that the three key elements of Facebook Platform were  
4 “deep integration, mass distribution, and new opportunity.” These were three key themes he  
5 would repeat throughout the day and for years to come in numerous public conversations and  
6 presentations. (See <https://gigaom.com/2007/05/24/live-at-the-facebook-launch/>.)

7 13. Thus, Zuckerberg made three distinct promises: (1) promise of deep integration  
8 with Facebook’s social graph; (2) promise of Facebook’s support in achieving mass distribution  
9 of developer applications; and (3) promise of an opportunity to build a business on Facebook.

10 14. By 8PM that evening, these key elements were memorialized on Facebook’s  
11 website with the official announcement “Facebook Platform Launches”, stating “You can now  
12 build applications that have the same access to integration into the social graph as Facebook  
13 applications, such as photos, notes, and events.... The power of mass distribution is now in your  
14 hands. You can gain distribution for your applications through the social graph like never before.  
15 Applications can be virally engineered to reach millions of Facebook users quickly and efficiently  
16 through the profile, news feed, and mini-feed.... With access to deep integration into the site, and  
17 mass distribution through the social graph comes a new opportunity for you to build a business  
18 with your application. You are free to monetize your canvas pages through advertising or other  
19 transactions that you control.” (See Facebook Platform Launches,  
20 [http://web.archive.org/web/20070706002021/http://developers.facebook.com/news.php?blog=1&](http://web.archive.org/web/20070706002021/http://developers.facebook.com/news.php?blog=1&story=21)  
21 [story=21](http://web.archive.org/web/20070706002021/http://developers.facebook.com/news.php?blog=1&story=21)).

22 15. Facebook’s announcement thus promised that (1) developers have “same access to  
23 integration” for applications such as photos and notes as Facebook employees; (2) developers are  
24 able to distribute applications through Facebook Platform; and (3) developers are able to  
25 monetize applications through Facebook Platform.

26 16. Zuckerberg went on to say: “The social graph is our base, and we’ve built a  
27 framework that is completely optimized for developing social applications within our  
28 environment.... We believe that there is more value for everyone in letting other people develop



1 applications on top of the base we've built than we could ever possibly provide on our own....  
2 This is good for us because if developers build great applications then they're providing a service  
3 to our users and strengthening the social graph.... This is a big opportunity. We provide the  
4 integration and distribution and developers provide the applications. We help users share more  
5 information and together we benefit."

6 17. Zuckerberg thus promised that Facebook is committed long term to serving as a  
7 platform that lets developers build applications on a level playing field because it is a big  
8 opportunity for everyone.

9 18. Zuckerberg then announced that Facebook had been working with over 70  
10 developers in anticipation of the launch of Facebook Platform, including Amazon, Forbes, iLike,  
11 Lending Club, Microsoft, Obama for America, Photobucket, Red Bull, Twitter, Uber, Virgin  
12 Mobile USA, Warner Bros, Washington Post, and many others. (See live blog of F8 event from  
13 leading Internet blogger, Mashable, at [http://mashable.com/2007/05/24/facebook-f8-](http://mashable.com/2007/05/24/facebook-f8-live/#CIfbgFfPV5q0)  
14 [live/#CIfbgFfPV5q0](http://mashable.com/2007/05/24/facebook-f8-live/#CIfbgFfPV5q0).)

15 19. Around 4PM during Zuckerberg's presentation, he announced 5 case studies from  
16 these early developer partners aimed at showing how easy it was for all developers to integrate  
17 with Facebook Platform. Zuckerberg distributed case studies from Red Bull, Box.net, Lending  
18 Club, Microsoft and Slide.com. Zuckerberg continued to emphasize during this public, annual  
19 keynote to Developers that Facebook Platform is the single biggest and most revolutionary  
20 change to Facebook since its inception, stating: "Every once in a while a platform comes along  
21 that allows people to build a completely new application—sometimes even starts new industries."  
22 (See <https://gigaom.com/2007/05/24/live-at-the-facebook-launch/>.)

23 20. GigaOm, a leading Internet blogger, live blogged the event and further quoted  
24 Zuckerberg as saying: "With photo-sharing, he explained, 'it's not just the photos that spread, it's  
25 the whole photos application'. Third-party applications won't be treated like second-class citizens  
26 on Facebook, he says; users can add them to their profiles and drag them and drop them to their  
27 content. Applications can use Flash, JavaScript, and Silverlight if a user approves them. Outside  
28 applications can issue unlimited notifications to users, and fit into the Facebook environment by



1 accessing a 'friend selector' that spits out each users' connections. Now Zuckerberg says you can  
2 serve ads on your app pages and keep all the revenue, sell them yourselves or use a network, and  
3 process transactions within the site, keeping all the revenue without diverting users off  
4 Facebook." (See <https://gigaom.com/2007/05/24/live-at-the-facebook-launch/>.)

5 21. Zuckerberg thus promised that (1) developer applications won't be "second class  
6 citizens"; (2) developer applications can access a user's connections and related user data made  
7 available in the social graph; and (3) developer applications can sell ads through the Facebook  
8 Platform.

9 22. This grandiose language from Zuckerberg obviously sparked substantial questions  
10 from the developer community so by 4:20PM pacific (1 hour and 20 minutes after the keynote  
11 had started), Facebook had released the official "Facebook Platform FAQ", which was being  
12 circulated among bloggers to educate developers further on this announcement. (See Exhibit 1,  
13 Facebook F8 and Platform FAQ.) The Facebook Platform FAQ states, among other things:

14 **What is Facebook Platform?** Facebook Platform is a development system that enables  
15 companies and developers to build applications for the Facebook website, where all of  
16 Facebook's 24 million active users can interact with them. Facebook Platform offers deep  
17 integration in the Facebook website, distribution through the social graph and an  
18 opportunity to build a business.

19 \* \* \*

20 **What's new in Facebook Platform?** We've been adding functionality since Facebook  
21 Platform first shipped in beta in August 2006. With the latest evolution of Facebook  
22 Platform however, third-party developers can now create applications on the Facebook  
23 site with the same level of integration as applications built by internal Facebook  
24 developers. Now developers everywhere have the ability to create Facebook applications  
25 that deeply integrate into the Facebook site, as well as the potential for mass distribution  
26 through the social graph and new business opportunities.

27 **Why did Facebook launch Facebook Platform?** Our engineers have created great  
28 applications for Facebook, but we recognized that third-party developers can help us make



1 Facebook an even more powerful social utility. Facebook Platform gives developers  
2 everywhere the tools to create applications that we just wouldn't have the resources to  
3 build in-house, and those applications make Facebook an even better way for our users to  
4 exchange information. Developers also benefit from the Facebook Platform as it gives  
5 them the potential to broadly distribute their applications and even build new business  
6 opportunities.

7 **What kinds of applications can be built on Facebook Platform?** The kinds of  
8 applications developers can build on Facebook Platform are limited only by their  
9 imagination. Because applications are based on the Facebook social graph they can be  
10 more relevant to users, keeping people in touch with what and whom they care about.

11 We've already seen a variety of applications built by our developer partners, including  
12 those for sharing media files, book reviews, slideshows and more. Some of the  
13 possibilities of Facebook applications are illustrated in the Facebook Platform Application  
14 Directory, available at <http://facebook.com/apps>.

15 **Are there any restrictions on what developers can build?** Developers are encouraged  
16 to exercise their creativity when building applications. Of course, all applications are  
17 subject to the Terms of Service that every developer agrees to, which include basic  
18 requirements such as not storing any sensitive user information, not creating any offensive  
19 or illegal applications, and not building anything that phishes or spams users. And users  
20 will always have the power to report any applications that compromise Facebook's trusted  
21 environment, keeping our users' information safe.

22 \* \* \*

23 **How will Facebook deal with applications that compete with one another or even**  
24 **compete with Facebook-built applications?** We welcome developers with competing  
25 applications, including developers whose applications might compete with Facebook-built  
26 applications. Many applications are likely to offer similar features. We've designed  
27 Facebook Platform so that applications from third-party developers are on a level playing  
28 field with applications built by Facebook. Ultimately, our users will decide which



1 applications they find most useful, and it is these applications that will become the most  
 2 popular.

3 \* \* \*

4 **Can Facebook applications include ads?** We want to enable developers to build a  
 5 business on their Facebook applications, so we're giving developers the freedom to  
 6 monetize their applications as they like. Developers can include advertising on their  
 7 applications' canvas pages, though no advertising will be allowed within the application  
 8 boxes that appear within user profiles.

9 **Are you going to share revenue with developers?** While revenue sharing is not  
 10 available at launch, we are looking into ways to share advertising revenue with  
 11 developers. The version of Facebook Platform already lets developers monetize their  
 12 applications as they like, whether they choose to offer it for free or to build a business on  
 13 their application.

14 23. In sum, these representations by Facebook reflected the following promises to  
 15 Developers:

- 16 a. Developers would have "deep integration";
- 17 b. Developers would have access to the "social graph";
- 18 c. Developers would have "an opportunity to build a business."
- 19 d. Developers would have the same level of integration and ability to develop apps in
- 20 the same manner as internal Facebook employees;
- 21 e. Facebook will provide adequate tools necessary for Developers to build their
- 22 applications;
- 23 f. Facebook will help Developers achieve broad distribution of their applications;
- 24 g. so long as applications abide by Terms of Service (e.g. are not offensive or
- 25 unlawful), Facebook will be neutral as to the applications built on its operating
- 26 system;



- h. any application that does not violate Terms of Service, phish or spam users, contain offensive material, or break the law shall be accepted in Facebook Platform;
- i. competing applications are welcome on Facebook's operating system;
- j. Facebook will remain neutral among competing applications;
- k. Facebook will remain neutral among its own applications and those of developers regardless of whether they compete or not;
- l. applications similar in purpose and content will be allowed to compete on a "level playing field"
- m. "level playing field" constitutes a definition of fairness in market competition, and that definition of fairness means that ultimately users will decide which applications win the market, not Facebook or other third parties;
- n. implicit in this definition of fairness based on user decision is the necessary consequence that Facebook shall take no actions to promote its own applications or preferred applications from companies that have a special relationship with Facebook in order to slant this playing field in a manner that makes it less likely for users ultimately to decide the winner;
- o. Facebook will enable Developers to build businesses on their operating system by directly monetizing their applications on Facebook;
- p. Developers will be able to sell ads on their application pages; and
- q. Developers will have a choice as to whether they monetize their application on Facebook's operating system.

**II. DEVELOPERS RESPONDED ENTHUSIASTICALLY TO THE LAUNCH OF FACEBOOK PLATFORM, JUST AS FACEBOOK INTENDED**

24. The blogging community went into an immediate and prolonged frenzy over this announcement. Paul B. Allen, founder of Ancestry.com and well known Internet blogger, summed up the general sentiment expressed by countless bloggers when he wrote that same day, "I saw history in the making today...I was lucky enough to be in San Francisco for the Facebook



1 f8 Platform launch event. This announcement was at least an 8.0 on the Richter scale. It was a  
2 whopper.... A huge new opportunity was presented to the few hundred people in the room,  
3 including 65 companies that have spent the last few weeks developing applications for the launch  
4 of Facebook Platform. Facebook is inviting anyone to develop applications for their users on top  
5 of what Mark calls their “social graph” – the core of their service which basically keeps track of  
6 real people and their real connections to each other....[Facebook’s] growth will be dramatically  
7 accelerated by the Platform announcement. If Facebook is adding 100,000 new users per day with  
8 its own few simple applications (like its photo sharing, a very simple service that has given  
9 Facebook twice as many photos as all other photo sharing sites combined), what will happen  
10 when thousands or tens of thousands of developers start building apps in Facebook and marketing  
11 them to more users? Facebook will reach 50 million, then 100 million, then 200 million users, and  
12 beyond. Rather than continue to try to develop features within its own proprietary, closed  
13 network, basically keeping all of its users to itself...Facebook intuitively gets the concepts that  
14 are so brilliantly discussed in Wikinomics (which are so non-intuitive to old schools business  
15 types), and has chosen to open up its network for all to participate in...Application developers  
16 can now have access to core Facebook features, such as user profiles and user connections, and  
17 even publishing to the News Feed, all with the control and permission of Facebook users...When  
18 Facebook has 100 million users, in the not too distant future, having the ability to develop an App  
19 in their system will almost be like being able to get a link on Google’s own home page.” (See  
20 <http://www.paulallen.net/prediction-facebook-will-be-the-largest-social-network-in-the-world/>.)

21 25. To Developers, Facebook Platform represented not just an entire new operating  
22 system, but an ecosystem that could potentially reorganize the entire Internet (potentially  
23 replacing Google). The sentiment amongst Developers, as widely held throughout the industry  
24 and reported by popular sites like TechCrunch ([http://techcrunch.com/2007/05/24/facebook-](http://techcrunch.com/2007/05/24/facebook-launches-facebook-platform-they-are-the-anti-myspace/)  
25 [launches-facebook-platform-they-are-the-anti-myspace/](http://techcrunch.com/2007/05/24/facebook-launches-facebook-platform-they-are-the-anti-myspace/)) and the Wall Street Journal  
26 ([http://www.wsj.com/public/article/SB117971397890009177-](http://www.wsj.com/public/article/SB117971397890009177-wjdKpmjAqS_9ZZbwiRp_CoSqvWQ_20070620.html)  
27 [wjdKpmjAqS\\_9ZZbwiRp\\_CoSqvWQ\\_20070620.html](http://www.wsj.com/public/article/SB117971397890009177-wjdKpmjAqS_9ZZbwiRp_CoSqvWQ_20070620.html)), was that if you aren’t building for  
28 Facebook, you will be left behind.



1           26. Facebook and the Developers who were selected to participate in the private beta  
2 of Facebook Platform quickly set out to make Developers comfortable with this grandiose vision  
3 and create a level of comfort to induce them to participate in this entirely new industry. For  
4 instance, on May 29, 2007, just five days after Zuckerberg's announcement of Facebook  
5 Platform, Venture Beat, the popular tech blog, did a Q&A with iLike founder, Ali Partovi, who  
6 was also an early advisor and shareholder of Facebook. iLike was the first successful application  
7 on Facebook Platform and for quite some time was the largest music application on the Facebook  
8 Platform. iLike was purchased by MySpace in 2009.

9           Tell me about your experiences with Platform so far. You've been working on putting  
10 iLike on Facebook for several months now. Yet on the integration since Friday morning,  
11 there have been bugs and other issues on iLike's end. What's the status?

12           Partovi: So, first to give you the back-story on how we got involved. Over the past several  
13 months, we've pushed and pushed with Facebook asking for some sort of exclusive  
14 relationship. They repeatedly said they won't do an exclusive relationship but would  
15 rather create a level playing field where we could compete with other third parties. We  
16 then gave up a bit, and we were actually a bit late to the game learning about the platform  
17 in detail. But when we finally did get access, our President, Hadi Partovi (my twin  
18 brother) took very little time to decide this was a huge strategic priority. That was a month  
19 ago. We re-prioritized everything else, and started moving our people off other projects  
20 onto this. First two or three people, then a few more, and by the end it was a huge group of  
21 engineers pulling back-to-back all-nighters for a week-long sprint to the launch.

22           What made iLike think that Facebook Platform would be a big deal? What stood out about  
23 it?

24           Hadi has a strong background in the concept of platforms...at 24 he became the head of  
25 product management in the IE group at Microsoft, and was a key player in the browser  
26 wars. A month ago, even though the Facebook Platform wasn't fully fleshed out, he saw  
27 just from the early beginnings of it that this could redefine web development. What he  
28 said was, 'in the history of computing, there was the personal computer, there was



1 Windows, there was the web, and now the Facebook Platform'. You can imagine that I  
2 and most our company was pretty skeptical. But he makes these calls so we followed him.  
3 As to what stood out, it's a combination of three things: (1) the technology itself –  
4 Facebook Platform, like any platform, offers the developer building blocks to build apps  
5 faster than they could if they were starting from scratch, and to tap into a rich source of  
6 data & capabilities that would never otherwise be available; (2) the potential for viral  
7 spread – due to the way the Facebook news feed works, an app can spread across the  
8 community entirely by viral spread, as friends get notified when one person adopts  
9 it...this essentially bypasses the idea of trying to make your app 'viral' as a standalone,  
10 because Facebook is itself naturally viral; (3) the rhetoric from the Facebook management  
11 team, starting from the CEO himself, made it clear that they have a long-term  
12 commitment to a level playing field. For example, they absolutely refused to give us any  
13 special advantage, insisting that the market needs to see a level playing field...we offered  
14 them ownership in our company, money, etc – but they had no interest. Furthermore, they  
15 built and launched their own 'video' app, but left it to 'compete' on its own merits  
16 alongside other third-party apps rather than making it 'pre-installed' for all Facebook  
17 users. So #1 and #2 made this something we had to jump on, and #3 made us comfortable  
18 with the long-term strategic implications. (See [http://venturebeat.com/2007/05/29/qa-](http://venturebeat.com/2007/05/29/qa-with-ilikes-ali-partovi-on-facebook/)  
19 [with-ilikes-ali-partovi-on-facebook/](http://venturebeat.com/2007/05/29/qa-with-ilikes-ali-partovi-on-facebook/).)

20 27. Partovi's comments immediately following Zuckerberg's announcement serve  
21 both to reflect the general sentiment held by Developers – that Facebook had made clear its long  
22 term commitment to a level playing field for Developers – and to show how Facebook's allies  
23 (Partovi was an early advisor and shareholder after all), were committed to helping Facebook  
24 grow its new operating system quickly and induce developers to participate with large  
25 investments of capital. After all, iLike saw massive growth in the two years following its decision  
26 to build on the Facebook Platform and was ultimately acquired by MySpace in 2009 in large part  
27 due to that growth.



### III. FACEBOOK CONTINUED TO ACTIVELY PROMOTE FACEBOOK PLATFORM TO DEVELOPERS

28. Three days after Partovi's Q&A with Venture Beat, on June 1, 2007 Facebook released its own statement further clarifying its intentions with Facebook Platform, entitled "Platform is Here".

"Last Friday, we promised more information, so here it is.... With this evolution of Facebook Platform, we've made it so that any developer can build the same applications that we can. And by that, we mean that they can integrate their application into Facebook—into the social graph—the same way that our applications like Photos and Notes are integrated." (See <https://www.facebook.com/notes/facebook/platform-is-here/2437282130/>)

29. Thus Facebook promised that developers will be able to build applications in the same way that Facebook can by accessing the social graph.

30. As recently as February 23, 2016, this representation remained available on Facebook's web page.

31. Throughout the summer of 2007 Facebook remained on the offensive about its long-term commitment to developers on Facebook Platform. Facebook held numerous Hackathons and Developer Meetups in various cities to introduce new developers to Facebook Platform, it launched a Developer Feed and Wiki on its website to educate the Developer community on the benefits of Facebook Platform and help them more seamlessly invest their capital and resources towards building applications on the Facebook Platform. Facebook also held contests with prizes for developers. Zuckerberg continued to emphasize the revolutionary impact Facebook Platform would have on the Internet as a whole during this time. For instance, on July 17, 2007, Zuckerberg was interviewed by Time Magazine:

**Time:** the frenzy surrounding Facebook seems to have intensified quite dramatically over the past several months. What do you think is behind the company's newfound cachet?

**Zuckerberg:** I think the most recent surge, at least in the press, is around the launch of Facebook Platform. For the first time we're allowing developers who don't work at



1 Facebook to develop applications just as if they were. That's a big deal because it means  
 2 that all developers have a new way of doing business if they choose to take advantage of  
 3 it. There are whole companies that are forming whose only product is a Facebook  
 4 Platform application. That provides an opportunity for them, it provides an opportunity for  
 5 people who want to make money by investing in those companies, and I think that's  
 6 something that's pretty exciting to the business community." (See  
 7 <http://content.time.com/time/business/article/0,8599,1644040,00.html>)

8 32. In these public statements to Time Magazine, Zuckerberg made at least four  
 9 distinct promises: (1) Facebook would allow developers to build applications as if they were  
 10 developers employed by Facebook; (2) Facebook would offer developers on Facebook Platform a  
 11 new way of doing business; (3) Facebook would support an ecosystem where entire companies  
 12 could be formed whose sole business activity was within the Facebook Platform ecosystem; (4)  
 13 Facebook would support an ecosystem where investors could reasonably rely on Facebook to  
 14 make money by investing in companies solely devoted to the Facebook Platform ecosystem.

15 33. Then on September 17, 2007, Facebook went even further by setting up a \$10  
 16 million fund exclusively devoted to providing grants to developers to build on Facebook  
 17 Platform. Facebook and its partners in the fund would not even take equity in the developer; they  
 18 were offering free money to build applications on Facebook Platform with the only commitments  
 19 being that the grantee use the money to build on Facebook Platform and that Facebook's partners  
 20 would have the opportunity to invest first if they were interested in doing so. When asked why  
 21 Facebook was forming this fund, it replied: "We are forming this fund to help grow the Facebook  
 22 application ecosystem. By decreasing the barrier to start a company, we hope to entice an even  
 23 larger group of people to become entrepreneurs and build a compelling business on Facebook  
 24 Platform. We hope this is also a funding model that other venture capitalists will follow." (See  
 25 <http://500hats.typepad.com/500blogs/2007/09/facebook-announ.html>.)

26 34. Facebook's conduct in providing free money to developers to build applications on  
 27 Facebook Platform implies a specific promise that it will support developers' opportunity to  
 28 "build a compelling business on Facebook Platform" and that it is committed long term to the



1 stability of Facebook platform as an ecosystem that can support substantial investment and where  
2 investors who participate in that ecosystem can expect a level playing field upon which to  
3 generate a return on that investment.

4 35. Indeed, others were quick to follow Facebook's lead in making investors  
5 comfortable with supporting this new industry with large sums of capital. Numerous venture  
6 capital firms or funds were soon after established that invested solely in Facebook applications. In  
7 September 2007, Wired Magazine reported the following: "And by turning itself into a platform  
8 for new applications, Facebook has launched a whole new branch of the software development  
9 industry, just like Bill Gates did with MS-DOS in the 1980s. By allowing developers to charge  
10 for their wares or collect the advertising revenue they generate, Zuckerberg set up a system for  
11 every programmer to get paid for their efforts. Now venture capitalists like Bay Partners are  
12 scrambling to fund almost anyone who has an idea for a Facebook application." (See  
13 [https://archive.wired.com/techbiz/startups/news/2007/09/ff\\_facebook?currentPage=all](https://archive.wired.com/techbiz/startups/news/2007/09/ff_facebook?currentPage=all).)

14 36. As a result of Facebook and its partners tremendous efforts in inducing Developers  
15 to build applications on Facebook Platform and promising them the opportunity to build entire  
16 industries, new sectors of investment and new types of applications, Facebook Platform quickly  
17 became, in the words of AdWeek, "the most viral software distribution system ever". The overall  
18 traffic to Facebook increased by one third within a mere three weeks of the announcement. By  
19 December, the Facebook user base had gone from 24 million at the time of the announcement to  
20 58 million, a 141% increase. Where Facebook had been adding about 100,000 new users per day  
21 prior to Facebook Platform, it was now adding more than 250,000 users per day. (See  
22 <http://www.adweek.com/socialtimes/top-10-facebook-stories-of-2007/211540>.)

23 37. While it touted Facebook Platform to Developers around the world, Facebook did  
24 not state or imply that access to Facebook Platform might later be rescinded or provided on an  
25 unequal basis.

26 38. By the end of 2009, in large part due to the Facebook Platform's success in  
27 inducing developers to make investments in this new ecosystem, Facebook's user growth had  
28



1 skyrocketed from 24 million active users at the time of the announcement of Facebook Platform  
2 in May 2007 to over 350 million users in December 2009.

3 39. In late 2009, Facebook released a document “A Look Back on the App Economy  
4 of Facebook in 2009,” in which it cited numerous success stories. For instance, Facebook app  
5 Playfish was acquired by Electronic Arts that year for no less than \$275 million. Watercooler, a  
6 leading fantasy sports application on the Facebook Platform, successfully raised \$5.5 million to  
7 fuel its growth. Weardrobe was acquired by Like.com for an undisclosed sum. The document,  
8 published by the Director of the Facebook Developer Network, ended: “We’d like to say thank  
9 you to the developers and entrepreneurs who make up the Facebook Platform ecosystem and  
10 congratulations on your accomplishments in 2009.” (See  
11 [http://web.archive.org/web/20091223055629/http://developers.facebook.com/news.php?blog=1&](http://web.archive.org/web/20091223055629/http://developers.facebook.com/news.php?blog=1&story=351)  
12 [story=351](http://web.archive.org/web/20091223055629/http://developers.facebook.com/news.php?blog=1&story=351).)

#### 13 **IV. FACEBOOK LAUNCHED GRAPH API IN 2010**

14 40. On or about April 21, 2010, Facebook announced the launch of Graph Application  
15 Programming Interface (“Graph API”) as a key new component of Facebook Platform at its  
16 developer conference. Graph API allows Developers, with the consent of a Facebook user, to read  
17 data from and write data to Facebook.

18 41. Developers can only access Facebook content (referred to as “endpoints”) with  
19 explicit permission from the user. Examples of endpoints include a user’s birthdate, favorite  
20 athletes, or photos.

21 42. Graph API also permits access to endpoints regarding a user’s friends. One such  
22 endpoint is the set of photos that a user’s friends had chosen to share with that user (the “Friends’  
23 Photos Endpoint”). A user’s friends can control access to their photos and other endpoints by  
24 Developers even if they are not users of the Developer’s application.

25 43. By granting Developers access to the Friends’ Photos Endpoint, Facebook allowed  
26 Developers to build applications that enabled a Facebook user to search the user’s friends’ photos  
27 via a Facebook Platform application, assuming the user’s friend explicitly provided such  
28 permission. A user’s friend had complete control over the permission settings. For instance, the



1 user's friend could provide access to all or no developers or to specific developers but not others,  
2 as the user's friend saw fit.

3 44. During the announcement of Graph API, Facebook touted several features of  
4 Graph API in order to increase its appeal to Developers such as 643.

5 45. Specifically, at the F8 Conference 2010, Zuckerberg announced: "The open graph  
6 puts people at the center of the web – it means that the web can become a set of personally and  
7 meaningfully semantic connections between people... Three years ago at our first F8 we launched  
8 Facebook Platform, and together we all started an industry... We think what we have to show you  
9 today will be the most transformative thing we've ever done for the web... Use the open graph to  
10 make it so that people can have instantly social and personalized experiences everywhere they go.  
11 We're gonna be announcing a few pieces of new technology that make this possible – the first is  
12 the Graph API – makes it completely simple to read connections to Facebook's map of the  
13 graph... implemented on top of an open standard." (See  
14 <https://www.youtube.com/watch?v=4SOcRKINiSM>.)

15 46. After Zuckerberg completed his keynote at F8 2010, Bret Taylor, a Facebook  
16 employee, further explained what Graph API meant for developers: "With Graph API every  
17 object in Facebook has a unique ID, whether that object is a user profile, event, etc... you just  
18 need to download an object with a new ID or download a connection with a new name. So to  
19 download my friends you just need to download /btaylor /friends... And this applies for every  
20 single object in Facebook. So let's say Facebook launches a new feature next year. We're not  
21 gonna make you download a new SDK. You just need to download an object with a new ID or  
22 download a connection with a new name. All of the code you already wrote will continue to work  
23 perfectly. This is a really significant change for our new platform that I'm sure you can  
24 appreciate. For the first time via the search capability of the Graph API, we're giving developers  
25 the capability to search over all the public updates on Facebook. I think this is gonna lead to a  
26 bunch of cool new applications and I'm really excited to see where people go with this... We've  
27 built our core of the Facebook Platform from the ground up with simplicity, stability, and the  
28



1 graph in mind. This graph that for the first time we're building together." (See  
2 <https://www.youtube.com/watch?v=4SOcRKINiSM>.)

3 47. Facebook's employee Bret Taylor thus promised that: (1) developers can access  
4 Graph API objects in a simple manner ("you just need to download an object with a new ID"); (2)  
5 the accessible objects are ubiquitous ("this applies for every single object in Facebook"); (3) this  
6 access will be sustained and can be relied upon by developers ("All of the code you already wrote  
7 will continue to work perfectly... We're not gonna make you download a new SDK") (a Software  
8 Development Kit (or "SDK") is a set of software development tools that allows for the creation of  
9 applications for a particular development platform); (4) developers can search over all objects for  
10 all public updates on Facebook; and (5) Facebook Platform guarantees simplicity, stability and  
11 your ability to access and help build the graph with us.

12 48. The software industry uses a common and well-known convention of referring to  
13 software by version number (e.g., version 1.0, 2.0, etc.) to signify the existence of separate  
14 versions of software and to identify a particular version of the software. When Facebook  
15 announced the launch of Graph API, it did not refer to Graph API as having different versions.  
16 Facebook thereby signified that Graph API's open, equal, and neutral nature would not change.  
17 This representation was of course a deliberate decision on Facebook's part to continue to entice  
18 developers by conveying a sense of security around investing time, money and effort building  
19 applications on its revolutionary platform.

20 49. Facebook did not represent that it had reserved the right to terminate any endpoint  
21 of Graph API. To the contrary, Facebook repeatedly expressed its long-term commitment to this  
22 API.

23 50. This extension of the Facebook Platform ecosystem to further expand its  
24 reorganization potential for the entire Internet contributed even further to Facebook's meteoric  
25 rise and induced even more investors and developers to expand the industry Facebook had  
26 created. By way of example, on October 21, 2010, Facebook partnered with Kleiner Perkins  
27 Caufield & Byers, Zynga and Amazon to launch a \$250 million fund to invest in new apps on the  
28 Facebook Platform. By September 19, 2011, Facebook Platform had created over 182,000 jobs



1 and \$12.19 billion in value to the U.S. economy. Facebook now boasted over 850 million users as  
2 of late 2011.

3 51. On September 24, 2011, Facebook further extended its long-term commitment to  
4 Facebook Platform by expanding Open Graph to accelerate its reorganization of the disparate  
5 content on the Internet. (See [http://mashable.com/2012/05/24/facebook-developer-platform-](http://mashable.com/2012/05/24/facebook-developer-platform-infographic/#fDCxuACag5qr)  
6 [infographic/#fDCxuACag5qr](http://mashable.com/2012/05/24/facebook-developer-platform-infographic/#fDCxuACag5qr).) In his keynote address at F8 2011 on September 24, 2011,  
7 Zuckerberg stated to a packed auditorium of developers: "The next era is defined by the apps and  
8 depth of engagement that is now possible now that this whole network has been established... In  
9 2007 in our very first F8 I introduced the concept of the social graph, all of the relationships  
10 between people in the world. Last year we introduced the concept of the open graph as not only  
11 the map of all the relationships but all of the connections in the world... This year, we're taking  
12 the next step: we're going to make it so that you can connect to anything you want in any way  
13 you want... Sometimes I think about what we're doing with the open graph is helping to define a  
14 brand new language for how people connect... every year we take the next step and make some  
15 new social apps possible. Open graph enables apps that focus primarily on two types of things:  
16 the first is filling out your timeline, and the second is helping you discover new things through  
17 your friends."

18 52. Facebook thus made at least four distinct promises in this September 24, 2011  
19 announcement: (1) Facebook has a long-term commitment to the Facebook Platform and ensuring  
20 a fair playing field for developers and has had such a commitment for over four years now; (2)  
21 Facebook is committed to extending the Facebook Platform to provide developers with more  
22 ways to innovate and build businesses; (3) in keeping with this long term commitment, Facebook  
23 will continue to help make new kinds of social apps possible; and (4) Facebook is in particular  
24 focused on helping you discover new things through your friends and Facebook Platform will  
25 enable developers seeking to do so.

26 53. 643 relied upon these representations, and others, as to the fair, level playing field  
27 and the open, equal, and neutral nature of Facebook's Platform and Graph API, and invested  
28



1 considerable time, energy, and money developing an application to make use of Graph API on  
2 Facebook's Platform.

3 **V. THE FTC ORDERED FACEBOOK NOT TO MISREPRESENT THE MANNER**  
4 **IN WHICH FACEBOOK PROVIDES ACCESS TO USER DATA**

5 54. On or about July 27, 2012, the United States Federal Trade Commission ("FTC")  
6 entered a Decision and Order (the "FTC Order") against Facebook.

7 55. The FTC Order entered following a consent agreement between FTC and  
8 Facebook.

9 56. The FTC noted in the FTC Order that the FTC had reason to believe Facebook has  
10 violated the Federal Trade Commission Act.

11 57. The FTC Order provided, among other things, that Facebook and its  
12 representatives "shall not misrepresent in any manner, expressly or by implication, the extent to  
13 which it maintains the privacy or security of covered information . . . ."

14 58. The FTC Order defined "covered information" to include an individual  
15 consumer's photos, among other things.

16 59. The FTC Order also provided that Facebook and its representatives "shall not  
17 misrepresent in any manner, expressly or by implication . . . the extent to which [Facebook]  
18 makes or has made covered information accessible to third parties."

19 **VI. IN DECEMBER 2012, PLAINTIFF 643 BECAME A FACEBOOK DEVELOPER**  
20 **AND BEGAN DEVELOPING AN APPLICATION**

21 60. In December 2012, 643 entered into the Facebook Developer Platform, which  
22 permitted 643 to develop applications using the Graph API.

23 61. 643 has developed a unique automated image classification capability, which it  
24 used to develop an application called Pikinis ("the App"). The App was available for download  
25 on any iOS-compatible device, including the iPhone and iPad. The App enabled Facebook users  
26 to reduce time spent searching by automatically classifying photos that their friends have shared  
27 with them through Facebook's network, assuming their friends have provided such permission to  
28 Developers.



1           62.     The App required use of Facebook's Graph API, and specifically the Friends'  
2     Photos Endpoint. The App used 643's pattern-recognition technology to search through shared  
3     photos and identify those of their friends at the beach or in the summer.

4           63.     The App could only be used to sort through photos that a user's friend had chosen  
5     to share with that user based on the friend's Facebook privacy settings. 643 conducted initial user  
6     research that indicated considerable consumer demand for the App, among both men and women.  
7     Facebook has never expressed any disapproval of the App as the only content it accesses is  
8     content already available on Facebook.

9           64.     643 made plans to market and promote the App to attract users.

10          65.     643 sold the App for \$1.99 in Apple's App store. The basic version of the App  
11     allowed a user to run a certain number of searches per month. In addition, users could choose to  
12     pay for premium access, which allowed unlimited searching. 643 offered different pricing tiers  
13     for premium access, ranging from \$1.99 for a monthly subscription, to \$6.99 for 6 months, to  
14     \$9.99 for 12 months.

15          66.     Facebook benefits from the work of Developers such as 643 who create  
16     applications for use with Facebook. These applications can enhance user experience and drive  
17     traffic to Facebook's website and mobile app, which in turn generates revenue for Facebook  
18     through advertising sales, its primary revenue stream. It is no secret that Facebook's meteoric rise  
19     from 24 million users in 2007 to almost 1.6 billion users in 2016 rested in significant part on the  
20     release and growth of Facebook Platform.

21           **VII.   FACEBOOK RE-ITERATED ITS PROMISES RELATED TO GRAPH API**  
22           **AND FACEBOOK PLATFORM AT ITS 2014 F8 CONFERENCE**

23          67.     The extension of the Graph API at F8 2011 was simply the next step in Facebook's  
24     long term commitment to serve as a platform for other developers, a commitment that every  
25     statement and action it took since May 2007 (a period of well over 4 years) reaffirmed without a  
26     shadow of a doubt. The extension of the Facebook Platform continued to accelerate the massive  
27     economy Facebook had built. By January 2012, Facebook Platform had created 232,000 jobs in  
28     the EU alone, amounting to \$15.3 billion of value to the European economy. By February 2012,



1 250 million people were playing games on Facebook Platform each day (that is 12 times more  
2 people than the average viewership of American Idol, the highest-rated TV show in the history of  
3 television). By April 2012, 7 of the 10 highest grossing apps in the Apple App Store were built on  
4 Facebook Platform. (See [http://mashable.com/2012/05/24/facebook-developer-platform-](http://mashable.com/2012/05/24/facebook-developer-platform-infographic/#fDCxuACag5qr)  
5 [infographic/#fDCxuACag5qr](http://mashable.com/2012/05/24/facebook-developer-platform-infographic/#fDCxuACag5qr).) It should be noted, in large part due to its long-term commitment  
6 to the Facebook Platform, Facebook exceeded 1 billion users in 2012.

7 68. By April 30, 2014, at the 2014 F8, having accumulated over 1.3 billion users,  
8 Facebook decided that certain parts of this massive application ecosystem it had built (along with  
9 hundreds of thousands of developers and billions of dollars of outside investment capital) were  
10 better kept to itself. Despite having made this decision, Facebook made numerous promises that it  
11 explicitly never intended to keep. Zuckerberg announced during his keynote: "This is gonna be a  
12 different kind of F8. In the past we've had F8 when we've had a big product announcement or  
13 new direction we were going in. This always meant a lot of different changes for your apps. Now  
14 we're focused on building a stable mobile platform. You're trying to build great mobile apps and  
15 businesses. And we want to bring this community together once per year to talk about all the  
16 different things we're doing to support you. We've heard from you that you want to use Facebook  
17 Platform to do 3 things. Help you build, grow and monetize your apps."

18 69. Thus, Zuckerberg reiterated the promise that Facebook had expressed to  
19 developers unequivocally for over seven years now: that Facebook is committed in the long term  
20 to helping them build, grow and monetize their apps.

21 70. Zuckerberg continued: "As I said we're really focused on building a stable mobile  
22 platform. And one thing you may not know, is that all of our mobile apps are built on top of the  
23 very same platform and APIs that you guys use when you're writing Facebook and all our  
24 engineers use the same tools and read all the same documentation that you do.... It's really  
25 important for you and for all of our teams internally that we build stable and efficient  
26 infrastructure that you can rely on for the long term. So this has been a really big focus for us.... I  
27 want to start today by going through a few things we're doing to make our platform even more  
28 stable and reliable for you to build, grow and monetize your apps. You want to be able to build



1 something and know that it's gonna be able to work for a while. So today for the first time we're  
 2 introducing a 2-year stability guarantee for all of our core API platforms...so even if we change  
 3 these core APIs in the future, we're guaranteeing that we're going to keep supporting them as is  
 4 for at least two years and maybe longer from the time we make that change. We're still gonna  
 5 experiment with new features and different things but we're gonna mark them as beta so you  
 6 know what's gonna be part of this core stable platform. We're also introducing API versioning.  
 7 This is something we want to make sure that all the apps we wrote two years ago keep working.  
 8 This is something we wanted internally as we build on this platform, so now everything is gonna  
 9 be versioned so you get to decide which version of the API you get to build against."

10 71. Accordingly, Zuckerberg made at least four promises that: (1) Facebook continues  
 11 to provide a level playing field to developers where developers use the same tools as Facebook  
 12 employees to develop apps; (2) Facebook continues to be committed in providing developer  
 13 access "that you can rely on for the long term"; (3) Facebook promises that for all of its core API  
 14 endpoints it will guarantee their stability for no less than two years going forward; (4) Facebook  
 15 promises that it will let developers choose which version of the API they would like to access as  
 16 it introduces API versioning ("This is something we want to make sure that all the apps we wrote  
 17 two years ago keep working. This is something we wanted internally as we build on this platform,  
 18 so now everything is gonna be versioned so you get to decide which version of the API you get to  
 19 build against.").

20 72. Many developers initially applauded Zuckerberg's 2-year stability guarantee and  
 21 the ability to let developers choose which version of the API to build against. One blogger  
 22 applauded Facebook's commitment to developers in noting: "Facebook co-founder and CEO  
 23 Mark Zuckerberg announced a two-year stability guarantee for all of the company's core APIs  
 24 and platforms. In fact every API launched by Facebook will now be versioned, and developers  
 25 will be able to choose which version to build on." (See  
 26 [http://thenextweb.com/facebook/2014/04/30/facebook-announces-two-year-stability-guarantee-](http://thenextweb.com/facebook/2014/04/30/facebook-announces-two-year-stability-guarantee-core-apis-sla-fix-major-bugs-within-48-hours/#gref)  
 27 [core-apis-sla-fix-major-bugs-within-48-hours/#gref](http://thenextweb.com/facebook/2014/04/30/facebook-announces-two-year-stability-guarantee-core-apis-sla-fix-major-bugs-within-48-hours/#gref).) TechCrunch and many other bloggers also  
 28 reported on the API Guarantee, stating that developers "will be able to build with confidence



1 knowing that a core API will be available for at least two years". (See  
 2 <http://techcrunch.com/2014/04/30/facebook-api-guarantee/>.)

3 **VIII. FACEBOOK THEN IMPLEMENTED POLICIES THAT DEPARTED**  
 4 **RADICALLY FROM ZUCKERBERG'S ANNOUNCEMENT AT F8 2014**

5 73. Unfortunately for the Developer community, Zuckerberg's announcement directly  
 6 contradicted the policy that Facebook immediately began implementing that very day.  
 7 Zuckerberg's statement that Developers, like Facebook employees, would be able to choose  
 8 which API to use was simply false, and he must have known this statement to be false at the time  
 9 he made it as only hours later Facebook sent Developers a notice that the Graph API they had  
 10 come to rely on and upon which Facebook had enticed them to invest billions of dollars around  
 11 was to be permanently retired in one year. Zuckerberg explicitly omitted and contradicted the  
 12 one-year lifespan of Graph API during his keynote address. But given that Zuckerberg's  
 13 announcement and the notice to developers occurred on the very same day, Zuckerberg must have  
 14 known of this change while making his statements and approved of such changes in advance.

15 74. Moreover, the 2-year stability guarantee turned out not to apply to the original  
 16 Graph API and only to future APIs. Thus Facebook pulled the rug out from under the Developer  
 17 community and took full economic advantage of the ecosystem Developers had built, but  
 18 Zuckerberg's keynote address still generated sound bites consistent with his previous  
 19 representations that Facebook was maintaining a fair and level playing field for Developers.  
 20 Zuckerberg was forced to make statements he knew at the time to be false precisely because it  
 21 was obvious to everyone in the developer community, especially Zuckerberg, that Facebook had  
 22 for seven years been making clear and unambiguous promises to developers that they could rely  
 23 on Facebook Platform over the long term to provide a fair playing field and to enable developers  
 24 to build businesses.

25 75. Finally, Graph API explicitly removed endpoints that were of high value to  
 26 Developers, like the ability to access Photos, which for years Facebook had touted as one of its  
 27 most valuable and highly trafficked features in order to entice developers to build applications.  
 28 Facebook's only justification for removing access to photos was that this endpoint was "rarely



1 used”, which contravenes every public statement Facebook had previously stated for over seven  
2 years in which Photos were consistently touted as its #1 application and driver of user  
3 engagement, an application that captured more photos and traffic than the next three photo sites  
4 on the Internet combined.

5 76. Facebook’s behavior of intentionally inducing Developers to build Facebook’s  
6 business and then pulling the rug out from under them is a repeated pattern in Facebook’s growth  
7 story. It is not an isolated incident simply related to Graph API versioning and the thousands of  
8 developers, like 643, whose businesses were destroyed by this bait and switch tactic.

9 77. As an example, Facebook recently executed another bait and switch tactic that  
10 caused thousands of Developers to go out of business and lose countless millions of dollars of  
11 enterprise value and capital investment. At the same time that Zuckerberg pulled the rug out from  
12 Developers using photos and other endpoints in the Graph API at F8 2014, he also announced  
13 Facebook’s acquisition and reliance on Parse as its new preferred tool for developers to build on  
14 Facebook Platform. Parse was a popular development platform for creating applications for  
15 Facebook, which handled much of the back-end functionality of such applications, allowing  
16 Developers to focus on features that matter to users. Zuckerberg stated in the same keynote where  
17 he announced the Graph API 2.0: “One of the things we’re really excited about offering is  
18 Parse... We make it easy to focus on your app, the thing that will get you users and make you  
19 money... and Parse takes care of all the rest.” A Facebook employee who followed Zuckerberg on  
20 stage went on to note that they had expanded the free tier to make it easier to grow on Parse,  
21 giving developers “unlimited requests, unlimited recipients, free analytics”. Zuckerberg then  
22 finished his thoughts on Parse by saying “We’re excited, we’re aligned with your app, and we  
23 hope that it does get huge.”

24 78. As a result of this and many other similar statements and actions by Facebook,  
25 hundreds of thousands of Developers began using Parse to build applications on Facebook  
26 Platform. Parse’s platform on Facebook states: “From startups to the Fortune 500, hundreds of  
27 thousands of developers trust us.”  
28



1           79.     Then, abruptly, on January 28, 2016, Facebook announced that Parse would be  
2     shutting down: “We have a difficult announcement to make. Beginning today we’re winding  
3     down the Parse service, and Parse will be fully retired after a year-long period ending on January  
4     28, 2017. We’re proud that we’ve been able to help so many of you build great mobile apps, but  
5     we need to focus our resources elsewhere.” The statement continues: “We understand that this  
6     won’t be an easy transition... We know that many of you have come to rely on Parse, and we are  
7     striving to make this transition as straightforward as possible.”

8           80.     Many developers immediately commented on the devastating effect this would  
9     have on their app, business and investment in the Facebook Platform. One developer wrote:  
10    “@ParseIt Wow... Have spent months optimizing my app with your service to launch soon, and  
11    now this... Seems sudden... #utterlydisappointed.” Another: “@ParseIt it would be nice to hear a  
12    little bit more about the need to focus your resources elsewhere.” “@ParseIt my app had 2.5M  
13    users on your platform... this is sickening.”

14          81.     The incident with Parse demonstrates a continued clear pattern on the part of  
15    Facebook to make clear and unambiguous promises to developers, to engage in conduct that  
16    induces developers to make substantial investments of time and money (all of which helped make  
17    Facebook one of the most valuable companies in the world today), and then Facebook seems to  
18    think that it can violate these promises with impunity the moment it becomes convenient for them  
19    to do so.

20           **IX. PLAINTIFF 643 RECEIVED NOTICE FROM FACEBOOK THAT ITS APP**  
21           **WOULD NO LONGER FUNCTION**

22          82.     On January 20, 2015, Facebook sent an email to 643 stating that 643 must  
23    “upgrade” the App to Graph API v. 2.0 by April 30, 2015. The email stated that Facebook would  
24    end third-party access to the Friends’ Photos Endpoint on April 30, 2015. The App will not  
25    function at all without access to the Friends’ Photos Endpoint, so Facebook’s suggestion that 643  
26    “upgrade” the App to Graph API v. 2.0 was not possible.

27          83.     By deciding to end access to the Friends’ Photos Endpoint, Facebook has made it  
28    impossible for 643 to continue to operate the App, to abide by the license agreements and



1 purchase terms entered into by 643 with its users, and for 643 to recoup any of its investment of  
2 capital, human labor, time, effort, and energy.

3 84. 643 has sold approximately 5,000 copies of the App since its beta launch. A  
4 substantial portion of App users have paid for premium access. 643 was not able to execute its  
5 full public launch as a result of Facebook's decision.

6 85. Each one of the App users entered into a license agreement with 643.

7 86. Facebook requires Developers to enter into license agreements with users of  
8 applications for Facebook. These license agreements must, among other things, require that the  
9 users of these applications adhere to Facebook's terms of service.

10 87. Accordingly, Facebook knew, or had reason to know, about the existence of 643's  
11 license agreements with its users.

12 88. Had Facebook refrained from ending access to Friends' Photos Endpoint, 643  
13 could have quickly begun to generate hundreds of thousands of dollars of revenue on a monthly  
14 basis.

15 89. In total, 643 expended approximately \$1.15 million in capital and uncompensated  
16 labor by its team members in developing and marketing the App.

17 90. 643 attended Facebook events for Developers and made known the harm caused  
18 verbally and via email to the appropriate Facebook employees.

19 91. Faced with the imminent loss of its investment, 643 wrote to Facebook on March  
20 16, 2015, and informed Facebook that its decision to discontinue access to the Friends' Photos  
21 Endpoint would harm 643 in several ways. 643 informed Facebook that it had reasonably relied  
22 on Facebook's representations that the endpoints would remain open, and that Developers would  
23 have an equal opportunity to integrate applications into the social graph.

24 92. 643 requested that Facebook continue to permit Developers to have access to the  
25 Friends' Photos Endpoint.

26 93. 643 alerted Facebook to the considerable harm it would suffer should access be cut  
27 off. 643 also noted that some of its users had entered into subscriptions that extend beyond the  
28 April 30, 2015, cut-off date, and that these users could be entitled to refunds of their purchases.



1           94. Thus Facebook had actual knowledge of the contracts 643 had entered into with its  
2 users. In addition, Facebook had actual knowledge of the prospective economic relationships 643  
3 expected with its users, as well as Facebook users generally.

4           95. On or about April 30, 2015, Facebook did end access to the Friends' Photos  
5 Endpoint.

6           96. As a result of Facebook ending access to the Friends' Photos Endpoint, the App no  
7 longer functions.

8           97. On information and belief, Facebook has been working on its own applications  
9 using image recognition.

10           98. On June 15, 2015, less than two months after closing access to the Friends' Photos  
11 Endpoint for Developers, Facebook announced the launch of "Moments," which allows users to  
12 "sync" photos they have taken with their friends and, using Facebook's facial recognition  
13 software, allows users to search photos that their friends have shared with them. *See*  
14 <http://newsroom.fb.com/news/2015/06/introducing-moments/> (last accessed October 27, 2015).

15           99. Instagram is an on-line photo sharing service that Facebook acquired in 2012.

16           100. In June 2015, just two months after Facebook closed access to the Friends' Photos  
17 Endpoint, Instagram announced enhancements to its Search and Explore features, which allow  
18 users to search through photos that have been shared with that user on Instagram.

19           101. On information and belief, in addition to 643, other Developers have been  
20 adversely impacted by Facebook closing access to certain endpoints of Graph API, including  
21 Friends' Photos.

22           102. On September 21, 2015, the Wall Street Journal reported that Facebook's decision  
23 to restrict access to Graph API has caused a drug addiction researcher to halt his research efforts,  
24 shut down a voter-registration tool used by the 2012 Obama campaign, and decommissioned an  
25 app designed to help first generation college students connect with one another. Deepa  
26 Seetharaman & Elizabeth Dwoskin, "Facebook's Restrictions on User Data Cast a Long Shadow;  
27 Curbs disrupt startups, academic research and even political strategy", THE WALL STREET J.,  
28



1 Sept. 22, 2015, at B1 (available at

2 <http://www.wsj.com/articles/facebook-restrictions-on-user-data-cast-along-shadow-1442881332>).

3 103. The Wall Street Journal also reported in the same article that Facebook reached an  
4 unspecified compromise with dating app Tinder that permitted some form of access to photos of  
5 mutual friends.

6 104. Facebook has not offered 643 a compromise that would permit the App to function  
7 and even if Facebook were to make such an offer, the harm to 643 is irreparable as its team  
8 members have moved on to new employment and its code has been fully retired.

9 105. Instead, the only proposed technical “fix” by Facebook was to create an offline,  
10 searchable cache of Facebook’s users’ photos. But this solution (1) on its face violates  
11 Facebook’s own terms, (2) would not permit the App to function as originally intended and in the  
12 same manner it had been, and (3) could result in a grave and substantial abuse of user trust,  
13 violate user privacy, and gut the core principle of an individual’s ownership and control of their  
14 own data.

15 106. Facebook did not terminate access to the Friends’ Photos Endpoint for the purpose  
16 of enhancing user privacy, as users already possessed complete control over such data. Instead, it  
17 took these actions for the purpose of improperly monopolizing for itself the ability to access the  
18 data previously accessible through the Friends’ Photos Endpoint and other terminated endpoints,  
19 and to create applications based on those data. As a result of these actions, users now have less  
20 control over this data. They are not permitted to share it with other applications they trust but only  
21 with Facebook.

22 107. In sum, Facebook acts as a platform when it wants to exploit Developer creativity  
23 and resources, and a monopolist when it wants to secure areas of the ecosystem for itself once  
24 developer creativity and resources have been invested.

25 108. As set forth above, Facebook made repeated, clear, and unambiguous promises  
26 upon which many developers, including 643, relied, over a period of more than seven years, and  
27 which were broken by Facebook. These broken promises directly and substantially harmed 643,  
28



1 nullifying its investment of time and money and making it impossible to generate revenues and  
2 profits.

3 109. Facebook deliberately baited, induced, and enticed (through countless promises in  
4 both words and conduct) developers to help turn Facebook from a website that had raised \$37  
5 million and secured 24 million users to a company that is now one of the most valuable  
6 enterprises in the world.

7 **COUNT I: VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200 et seq.**  
8 **[Against all Defendants]**

9 110. 643 re-alleges and repleads paragraphs 1 through 109 as though set forth fully  
10 herein.

11 111. Facebook's representations and conduct were designed to, and did, entice 643 and  
12 other Developers to create applications for Facebook with promises of, among other things, a  
13 level playing field, fair competition, and a chance to build a business. Facebook decided to open  
14 certain endpoints, and not others, precisely to induce developers to build certain types of  
15 applications, including advanced photo-searching applications. Facebook promised Developers  
16 that their own advanced photo-searching applications would be treated on a level playing field  
17 with any photo-searching applications Facebook decided to launch in the future. Facebook also  
18 promised developers it was committed over the long term to enable Developers to build  
19 businesses using advanced photo-searching applications.

20 112. Facebook caused substantial harm to 643 and other Developers when it then  
21 decided to terminate Developers' ability to build advanced photo-searching applications, while  
22 retaining its own ability to create these kinds of applications, because 643, like other Developers,  
23 had invested considerable time and resources in developing this kind of application for Facebook.

24 113. The efforts by 643 and other Developers helped to drive user adoption of  
25 Facebook by enhancing user experience, thus creating substantial additional revenue and user  
26 base for Facebook's benefit.

27 114. In addition, Facebook took advantage of the market research and development  
28 efforts by 643 and other Developers, which proved that advanced photo-searching applications



1 represented a massive market, perhaps one of the most attractive markets to help Facebook grow  
2 its revenues going forward, as evinced by Facebook's recent announcement of "Moments", its  
3 own photo searching application (see "Facebook Moments is a Smarter Photo App – Much  
4 Smarter, in *Wired Magazine*, June 15, 2015, [http://www.wired.com/2015/06/faccbook-](http://www.wired.com/2015/06/faccbook-moments/)  
5 [moments/](http://www.wired.com/2015/06/faccbook-moments/)).

6 115. Facebook's decision to end access to the Friends' Photos Endpoint does not  
7 enhance user privacy because the App could only sort through photos that had already been  
8 shared with the App user and the App user and the user's friends had full control over which, if  
9 any, developers were permitted to access their photos.

10 116. Instead, by ending Developer access to the Friends' Photos Endpoint, Facebook  
11 has monopolized for itself the ability to create applications capable of searching or sorting photos,  
12 which harms consumers, Developers, and competitors.

13 117. No countervailing benefits to competition or consumers stemming from  
14 Facebook's representations and conduct exist.

15 118. The harm to 643 and other Developers by Facebook's representations and conduct  
16 outweighs the reasons, justifications, or motives for the representations and conduct by Facebook.

17 119. 643 could not have reasonably avoided its injury because Facebook only  
18 announced its decision to terminate access to the Friends' Photos Endpoint after 643 had made  
19 considerable investment and Facebook had approved the App.

20 120. 643 also requested that Facebook not end access to Friends' Photos Endpoint, but  
21 Facebook did not change its decision.

22 121. Facebook's actions thus constituted an unfair business practice under California's  
23 Unfair Business Practices Act.

24 122. Facebook's decision to end access to the Friends' Photos Endpoint was also  
25 unlawful.

26 123. In taking the actions alleged herein, Facebook acted with fraud, malice and  
27 oppression, and in reckless disregard of the rights of 643.

28



124. 643 suffered substantial injury as a result of Facebook's actions, including the loss of its investment in developing the App and lost revenue.

125. Accordingly, Facebook is liable to 643 for violation of California's Unfair Business Practices Act.

126. As a proximate result of the acts and conduct of Facebook herein alleged, 643 has found it necessary to engage attorneys, and incur attorney's fees, and will continue to incur attorney's fees, in an unascertained amount to be established according to proof following the conclusion of trial.

**COUNT II: PROMISSORY ESTOPPEL**

**[Against all Defendants]**

127. 643 re-alleges and repleads paragraphs 1 through 126 as though set forth fully herein.

128. Facebook clearly and unambiguously promised that:

- a. Developers would be able to integrate their applications into Facebook's social graph;
- b. Developers would have the same access to integration of their applications as Facebook;
- c. Developers could easily access Graph API objects;
- d. Facebook would support Developers in achieving mass distribution of Developer applications;
- e. Facebook would provide adequate tools for developers to build their applications;
- f. Developers would be able to build a business on Facebook Platform;
- g. Developers would be able to monetize their applications on Facebook by selling ads on their application pages;
- h. Developers would be able to build applications on a fair, level playing field;
- i. Developer applications would not be "second class citizens" compared to Facebook's own applications;



j. Developer applications that compete with Facebook applications would be welcome; and

k. As long as Developer applications abided by Facebook Terms of Service, Facebook will be neutral as to these applications.

129. 643 invested considerable capital, labor, time, and effort into developing the App in reliance on these promises.

130. 643's reliance was reasonable because Facebook had consistently made these representations for seven years without ever stating that it could prevent Developers from building the specific kinds of applications Facebook was enticing them to build all along.

131. 643's reliance was foreseeable by Facebook.

132. 643 was injured as a result of its reliance on Facebook's promises, which Facebook did not keep, in an unascertained amount in excess of \$25,000.00, to be established according to proof at trial.

133. Accordingly, Facebook is liable to 643 for damages.

### **COUNT III: NEGLIGENT MISREPRESENTATION**

#### **[Against all Defendants]**

134. 643 re-alleges and repleads paragraphs 1 through 133 as though set forth fully herein.

135. Facebook represented that

- a. Developers would be able to integrate their applications into Facebook's social graph;
- b. Developers would have the same access to integration of their applications as Facebook;
- c. Developers could easily access Graph API objects;
- d. Facebook would support Developers in achieving mass distribution of Developer applications;
- e. Facebook would provide adequate tools for developers to build their applications;
- f. Developers would be able to build a business on Facebook Platform;



- g. Developers would be able to monetize their applications on Facebook by selling ads on their application pages;
- h. Developers would be able to build applications on a fair, level playing field;
- i. Developer applications would not be “second class citizens” compared to Facebook’s own applications;
- j. Developer applications that compete with Facebook applications would be welcome; and
- k. As long as Developer applications abided by Facebook Terms of Service, Facebook will be neutral as to these applications.

136. Such representations were untrue, because Facebook later claimed that it had retained for itself the right to terminate the Friends’ Photos Endpoint, and did close the Friends’ Photos Endpoint to Developers, while Facebook kept for itself the ability to develop applications that access photos.

137. Regardless of its actual belief, Facebook must have made those representations without any reasonable ground for believing the representations to be true.

138. Facebook conveyed the representations in a commercial setting for a business purpose, namely inducing Developers to develop applications for Facebook.

139. Facebook made those representations with the intent to induce Developers, including 643, to develop applications, including the App, that used the Friends’ Photos endpoint, thereby adding features to Facebook, enhancing Facebook’s functionality and user experience, and generating more revenue for Facebook.

140. 643 was not aware that Facebook’s representations were false, and 643 developed the App in reliance on the truth of Facebook’s representations.

141. 643’s reliance on the truth of Facebook’s representations was justified because Facebook had consistently made these representations for seven years without ever stating that it could prevent Developers from building the specific kinds of applications Facebook was enticing them to build all along.



1           142. 643 was injured as a result of its reliance on Facebook's representations, in an  
2 unascertained amount in excess of \$25,000.00, to be established according to proof at trial.

3           143. In taking the actions alleged herein, Facebook acted with fraud, malice and  
4 oppression, and in reckless disregard of the rights of 643.

5           144. Accordingly, Facebook is liable to 643 for damages.

6           **COUNT IV: INTENTIONAL INTERFERENCE WITH CONTRACT**  
7           **[Against all Defendants]**

8           145. 643 re-alleges and repleads paragraphs 1 through 144 as though set forth fully  
9 herein.

10          146. 643 had entered into license agreements and subscriptions for premium access  
11 with its users.

12          147. Facebook knew of these license agreements and subscriptions.

13          148. Facebook intentionally interfered with and disrupted these contracts when it stated  
14 that it would end 643's access to the Friends' Photos Endpoint on April 30, 2015, despite  
15 knowing that interference with these contracts would be certain or substantially certain to occur  
16 as a result of Facebook's act in ending 643's access.

17          149. Facebook further intentionally interfered with and disrupted 643's contracts with  
18 its users when it did terminate 643's access to the Friends' Photos Endpoint on April 30, 2015,  
19 despite knowing that interference with these contracts would be certain or substantially certain to  
20 occur as a result of Facebook's act in ending 643's access.

21          150. 643's contract with its users was thereby disrupted by Facebook.

22          151. As a result, 643 has suffered and will suffer damage in an unascertained amount in  
23 excess of \$25,000.00 to be established according to proof at trial.

24          152. In taking the actions alleged herein, Facebook acted with fraud, malice and  
25 oppression, and in reckless disregard of the rights of 643.

26          153. Accordingly, Facebook is liable to 643 for damages.



**COUNT V: INTENTIONAL INTERFERENCE WITH  
PROSPECTIVE BUSINESS RELATIONS  
[Against all Defendants]**

154. 643 re-alleges and repleads paragraphs 1 through 153 as though set forth fully herein.

155. 643 had an expectation of economic benefit from third parties, including its users who downloaded the App and other Facebook users who may have downloaded the App if 643 had marketed the App as it planned.

156. Facebook knew of 643's relationship with the users of the App, and knew of 643's plans to market the App.

157. Facebook intentionally disrupted these relationships when it announced that it would end 643's access to the Friends' Photos Endpoint on April 30, 2015, despite knowing that interference with these relationships would be certain or substantially certain to occur as a result of Facebook's act in ending 643's access.

158. Facebook further intentionally interfered with and disrupted 643's relationships with its users when it did terminate 643's access to the Friends' Photos Endpoint on April 30, 2015, despite knowing that interference with these relationships would be certain or substantially certain to occur as a result of Facebook's act in ending 643's access.

159. 643's relationship with its users was thereby disrupted, and will be further disrupted.

160. As a result, 643 suffered damage in an unascertained amount in excess of \$25,000.00 to be established according to proof at trial.

161. In taking the actions alleged herein, Facebook acted with fraud, malice and oppression, and in reckless disregard of the rights of 643.

162. Accordingly, Facebook is liable to 643 for damages.

**JURY TRIAL DEMAND**

163. 643 demands a trial by jury on all claims so triable.



**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff 643 asks this Court to enter judgment against Defendant Facebook, Inc., as follows:

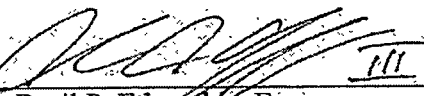
- A. A judgment or order declaring Facebook's conduct, as alleged, unlawful under California's Unfair Business Practices Act;
- B. A judgment, order, or award of damages adequate to compensate 643;
- C. A permanent injunction prohibiting Facebook from removing Developer access to the Friends' User Photos Endpoint;
- D. A permanent injunction prohibiting Facebook from interfering with 643's contracts or prospective business relations;
- E. An award of its reasonable attorneys' fees and costs;
- F. Punitive damages and/or treble damages as provided by California's Unfair Business Practices Act; and
- G. Such other further relief as this Court or a jury may deem proper and just.

Dated: February 26, 2016

CRITERION LAW

BIRNBAUM & GODKIN, LLP

By:

  
Basil P. Ethenakis, Esq.  
David S. Godkin (admitted *pro hac vice*)  
Andrew A. Caffrey, III (admitted *pro hac vice*)  
Attorneys for Plaintiff  
Six4Three, LLC







# EXHIBIT 1



The Facebook logo, consisting of the word "facebook" in a white, lowercase, sans-serif font, is centered on a dark, textured rectangular background.

### **f8 Event and Facebook Platform FAQ**

#### **What is f8?**

f8 was an event held at the San Francisco Design Center on May 24, 2007, during which Mark Zuckerberg unveiled the next evolution of Facebook Platform. The event included an eight-hour "hackathon," where both Facebook engineers and outside developers collaborated on building new applications on the new Facebook Platform.

#### **What is a "hackathon"?**

A hackathon is an all-night coding event during which Facebook engineers work on any project that interests them. Facebook uses the word "hackathon" to refer to a gathering of engineers, who possess technical expertise and collaborate on innovative projects. Facebook has a tradition of holding frequent developer hackathons, which have spawned some of the most popular features and applications on the site.

#### **What is Facebook Platform?**

Facebook Platform is a development system that enables companies and developers to build applications for the Facebook website, where all of Facebook's 24 million active users can interact with them. Facebook Platform offers deep integration into the Facebook website, distribution through the social graph and an opportunity to build a business.

#### **What is the social graph?**

The social graph is at the core of Facebook. It is the network of connections and relationships between people on Facebook and enables the efficient spreading and filtering of information. Just as people share information with their friends and the people around them in the real world, these connections are reflected online in the Facebook social graph.

#### **What is a Facebook application?**

A Facebook application uses Facebook Platform to access information from the social graph, offering users an experience that's relevant to them. Facebook applications can plug into the Facebook website in a number of ways: applications can be embedded on users' profile pages, reside on their own separate pages (called "canvas" pages), or live through desktop applications using data from the Facebook social graph.

#### **What's new in Facebook Platform?**

We've been adding functionality since Facebook Platform first shipped in beta in August 2006. With the latest evolution of Facebook Platform however, third-party developers can now create applications on the Facebook site with the same level of integration as applications built by internal Facebook developers. Now developers everywhere have the ability to create Facebook applications that deeply integrate into the Facebook site, as well as the potential for mass distribution through the social graph and new business opportunities.

#### **Why did Facebook launch Facebook Platform?**

Our engineers have created great applications for Facebook, but we recognized that third-party developers can help us make Facebook an even more powerful social utility. Facebook Platform gives developers everywhere the tools to create applications that we just wouldn't have the resources to build in-house, and those applications make Facebook an even better way for our users to exchange information. Developers also benefit from Facebook Platform as it gives them the potential to broadly distribute their applications and even build new business opportunities.

#### **What kinds of applications can be built on Facebook Platform?**

The kinds of applications developers can build on Facebook Platform are limited only by their imaginations. Because applications are based on the Facebook social graph they can be more relevant to users, keeping people in touch with what and whom they care about. We've already seen a variety of applications built by our developer partners, including those for sharing media files, book reviews, slideshows and more. Some of the



The Facebook logo, consisting of the word "facebook" in a white, lowercase, sans-serif font, is centered on a dark, textured background.

possibilities of Facebook applications are illustrated in the Facebook Platform Application Directory, available at <http://www.facebook.com/apps>.

**Are there any restrictions on what developers can build?**

Developers are encouraged to exercise their creativity when building applications. Of course, all applications are subject to the Terms of Service that every developer agrees to, which include basic requirements such as not storing any sensitive user information, not creating any offensive or illegal applications, and not building anything that phishes or spams users. And users will always have the power to report any applications that compromise Facebook's trusted environment, keeping our users' information safe.

**What are the benefits of Facebook Platform for users?**

With Facebook Platform, users gain the ability to define their experience on Facebook by choosing applications that are useful and relevant to them. Now that they have access to a virtually limitless set of applications from outside developers, users have an unprecedented amount of choice. They can share information and communicate with their trusted connections in ways that would never have been possible before Facebook opened its platform.

**How do users add applications to and remove applications from their account?**

If a user sees an application she likes on a friend's profile, she can add it to her account by clicking the "Add" link on the application's profile box. She can also add new applications by navigating to the application's specific page in the Facebook Platform Application Directory and clicking "Add Application" in the top-right corner. To remove an application, she first clicks "Applications" on the left navigation bar. From there, she can "Remove" any of the applications in her account, whether they are built by a developer partner or by Facebook.

**What are the privacy controls for Facebook Platform, and what kind of user information can be shared?**

On Facebook, users are always in control of their information and can choose how much of their information is made available to specific applications. With Facebook Platform, we're offering additional privacy controls and requiring that third parties treat user information with the same respect we do—and our users have come to expect. Users can also choose to completely opt out of making their data available through Facebook Platform. Applications can never violate users' basic privacy settings and are meant to provide users with a better opportunity to share their information with their friends and networks.

**What do third-party applications do with user information?**

Applications built by third parties are required to respect Facebook users' privacy preferences. Third-party applications allow users and their friends to share information in new ways, without affecting the security and privacy that they've always enjoyed on Facebook.

**How many applications are there for Facebook Platform?**

At f8, we are launching with over 85 applications from more than 65 developer partners, and that's only the beginning. We're encouraging interested developers everywhere to create Facebook applications. We have no limits on the number of applications that can be created.

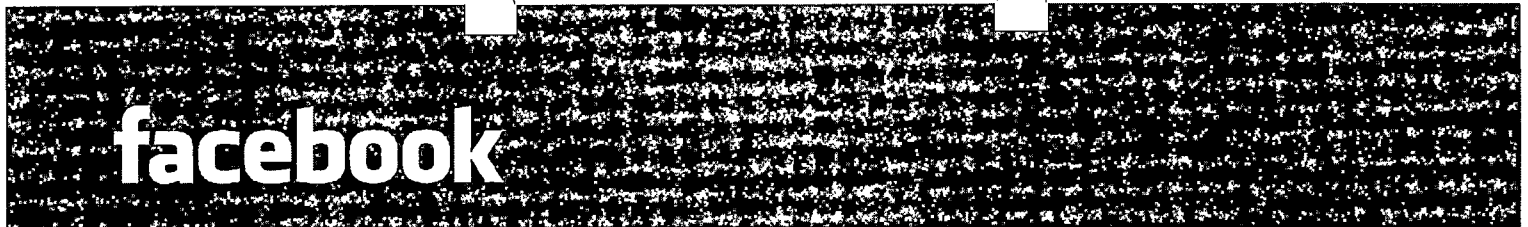
**What differentiates Facebook applications from widgets on other sites?**

Facebook applications are deeply integrated into the site and take advantage of the network of real connections through which users share information and communicate—what we call the "social graph." Widgets are typically single-purpose Flash add-ons to a web page (i.e., displaying a single video) that are not fully integrated into a site nor are aware of the social context among users.

**How will Facebook maintain its minimalist style if users can add and move applications around on their profile?**

We're giving our users the choice to add applications and control their placement in their profiles, but we're not changing the essential layout and familiar style of the Facebook site. Facebook applications are focused on providing new ways to spread information on Facebook, not about redesigning the way a profile looks. For example, users will not be able to change the site background, add music that plays when their profiles load, or





insert animation into their profiles. Individual applications may play media, music or animations but only when a visitor to that profile interacts with them.

**How will Facebook deal with applications that compete with one another or even compete with Facebook-built applications?**

We welcome developers with competing applications, including developers whose applications might compete with Facebook-built applications. Many applications are likely to offer similar features. We've designed Facebook Platform so that applications from third-party developers are on a level playing field with applications built by Facebook. Ultimately, our users will decide which applications they find most useful, and it is these applications that will become the most popular.

**How will Facebook monetize Facebook Platform?**

All the great applications built by our developer partners provide a service to our users and strengthen the social graph. The result is even more engaged Facebook users creating more advertising opportunities.

**Can Facebook applications include ads?**

We want to enable developers to build a business on their Facebook applications, so we're giving developers the freedom to monetize their applications as they like. Developers can include advertising on their applications' canvas pages, though no advertising will be allowed within the application boxes that appear within user profiles.

**Are you going to share revenue with developers?**

While revenue sharing is not available at launch, we are looking into ways to share advertising revenue with developers. This version of Facebook Platform already lets developers monetize their applications as they like, whether they choose to offer it for free or build a business on their application.


**What are the key technical elements of Facebook Platform?**

Facebook Platform offers several technologies that help developers use data from the social graph. In addition to the Facebook API, this recently launched version of Facebook Platform introduces Facebook Markup Language (FBML), which enables developers to build applications that deeply integrate into the Facebook site. Facebook Platform also includes Facebook Query Language (FQL), which lets developers use a SQL-style interface to query the data they can access through the API.

For more details on the technology behind Facebook Platform, check out the Facebook Developer site at <http://developers.facebook.com>.

###



Attorney or Party without Attorney: ALAN H. PACKER, SBN 124724 NEWMAYER & DILLION LLP 1333 N. CALIFORNIA BLVD. SUITE 600 WALNUT CREEK, CA 94596 Telephone No: 925-988-3200 FAX No: 925-988-3290				For Court Use Only  <b>FILED</b> <b>SAN MATEO COUNTY</b>  FEB 26 2016  Clerk of the Superior Court  DEPUTY CLERK	
Attorney for: Plaintiff				Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: Superior Court Of The State Of California - County Of San Mateo					
Plaintiff: BUTLER REALTY, LLC Defendant: CALIFORNIA CAPITAL INSURANCE COMPANY					
<b>PROOF OF SERVICE SUMMONS</b>		Hearing Date:	Time:	Dept/Div:	Case Number: CIV536982

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; CIVIL CASE COVER SHEET; COMPLAINT; ADR INFORMATION PACKET; NOTICE OF CASE MANAGEMENT CONFERENCE
3. a. Party served: CALIFORNIA CAPITAL INSURANCE COMPANY -  
 b. Person served: DAVIS TINDALL, AGENT FOR SERVICE OF PROCESS  
 MICHAEL JOHNSON, CONTROLLER. AUTHORIZED TO ACCEPT SERVICE OF PROCESS.
4. Address where the party was served: 2300 GARDEN ROAD  
 MONTEREY, CA 93940
5. I served the party:
  - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Thu., Jan. 21, 2016 (2) at: 9:22AM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:  
 on behalf of: CALIFORNIA CAPITAL INSURANCE COMPANY  
 Under CCP 416.10 (corporation)
7. Person Who Served Papers:
  - a. HECTOR GARCIA
  - d. The Fee for Service was: Recoverable Cost Per CCP 1033.5(a)(4)(B)
  - e. I am: (3) registered California process server
    - (i) Independent Contractor
    - (ii) Registration No.: 100
    - (iii) County: Monterey



1511 West Beverly Blvd.  
 Los Angeles, CA 90026  
 Telephone (213) 250-9111  
 Fax (213) 250-1197  
 www.firstlegalnetwork.com

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
 Date: Fri, Jan. 22, 2016



**AMENDED  
SUMMONS  
(CITACION JUDICIAL)**

SUM-100

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**FILED**  
**SAN MATEO COUNTY**

FEB 26 2016

Clerk of Superior Court

CLERK

**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

ELIZABETH M.B. KARNAZES, EDWARD L. NOVAK, LAURA J. WONS, and DOES 2 to 20, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JOHN E. FERRY and KIRSTEN FERRY

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Mateo Superior Court  
400 County Center  
Redwood City, CA 94063

CASE NUMBER:  
(Número del Caso):

CIV535965

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

John E. Ferry and Kirsten Ferry / P.O. Box 55621, Hayward CA 94545 / (650) 421-3000

DATE:

(Fecha)

by  
(Secretario)

RODINA M. CATALAN

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):







# EXHIBIT C



1 Basil P. Fthenakis, Esq. (88399)  
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5 Of counsel:

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12 kruzer@birnbaumgodkin.com

13 Attorneys for Plaintiff,  
14 SIX4THREE, LLC, a Delaware  
limited liability company  
15

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF SAN MATEO

18  
19 SIX4THREE, LLC, a Delaware limited  
liability company,

20 Plaintiff,

21 v.

22 FACEBOOK, INC., a Delaware  
23 corporation and DOES 1-50, inclusive,

24 Defendant.  
25  
26  
27  
28

Case No. CIV533328

**PLAINTIFF SIX4THREE LLC'S  
RESPONSE TO DEFENDANT  
FACEBOOK, INC.'S SPECIALLY  
PREPARED INTERROGATORIES (SET  
TWO)**



**PROPOUNDING PARTY: DEFENDANT FACEBOOK, INC.**

**RESPONDING PARTY: PLAINTIFF SIX4THREE LLC**

**SET: ONE**

Plaintiff Six4Three, LLC ("643") hereby objects and responds as follows to the Specially Prepared Interrogatories (Set One) ("Special Interrogatories") propounded by Defendant Facebook, Inc. ("Defendant").

### **PLAINTIFF'S GENERAL OBJECTIONS**

Each and every Special Interrogatory is subject to the General Objections and limitations set forth herein ("General Objections"), in addition to the specific objections and limitations set forth in the respective responses. The General Objections and limitations form part of the Response to each Special Interrogatory and are set forth to avoid duplication for each response. 643 makes the following General Objections to each Special Interrogatory:

1. Responding Party objects to the Special Interrogatories to the extent they are unduly burdensome and oppressive in the context of this action.

2. Responding Party objects to these Special Interrogatories insofar as they seek communications protected by the Stored Communications Act, 18 U.S.C. §§ 2701, *et seq.*, ("SCA"), which prohibits service providers from disclosing electronic communication content stored on a remote computing service.

3. Responding Party objects to these Special Interrogatories to the extent they seek information subject to the SCA pertaining to Users.

4. Responding Party objects to these Special Interrogatories to the extent they seek information 643 is legally or contractually prohibited from disclosing, including information that would require Responding Party to breach a confidentiality contract, protective order, settlement, or other duty to a third party to maintain confidentiality.

5. Responding Party objects to these Special Interrogatories to the extent they are unduly burdensome and oppressive in the context of this action.

6. Responding Party objects to these Special Interrogatories to the extent they are covered by the attorney-client privilege, settlement privilege, work-product doctrine, or other



1 applicable privilege. Any such documents will not be provided in response to these requests for  
2 production and any inadvertent production shall not be deemed a waiver of any privilege with  
3 respect to such documents or of any work-product protections attaching to such documents.

4 7. Responding Party objects to these Special Interrogatories to the extent they require  
5 disclosure of documents containing proprietary or confidential information, trade secrets, or  
6 information that may implicate third-party privacy rights.

7 8. Responding Party objects to these Special Interrogatories to the extent they are  
8 vague, ambiguous, unintelligible, overly broad, or harassing.

9 9. Responding Party objects to these Special Interrogatories to the extent they seek  
10 documents not relevant to the subject matter of this action or reasonably calculated to lead to the  
11 discovery of admissible evidence.

12 10. Responding Party objects to these Special Interrogatories to the extent they seek  
13 information not within the possession, custody or control of Responding Party. An objection on  
14 this ground does not constitute a representation or admission that such documents exist.

15 11. Responding Party objects to these Special Interrogatories insofar as they seek  
16 information already in Propounding Party's possession, custody or control, or that can be  
17 obtained by Propounding Party with equal burden or directly from Users.

18 12. Responding Party objects to these Special Interrogatories to the extent they attempt  
19 to impose obligations beyond those required or allowed by the California Code of Civil  
20 Procedure.

21 13. Responding Party objects to the definitions of "Documents" and  
22 "Communications" to the extent they impose any obligations with respect to the production of  
23 electronically stored information that are different from or in addition to those imposed by the  
24 California Code of Civil Procedure. Responding Party further objects to these definitions to the  
25 extent they include electronically stored information that is not reasonably accessible due to  
26 undue burden or expense, obtainable from another source that is less burdensome, and/or  
27 unreasonably cumulative or duplicative, or where the likely burden or expense outweighs the  
28 likely benefit.



14. Responding Party objects to the definitions of “643,” “Plaintiff,” “You,” and “Your” on the grounds that they are overbroad and call for information covered by the attorney-client and work product privileges.

15. Responding Party’s responses are based solely upon information presently available and specifically known to Responding Party. As such, Responding Party’s responses are made without prejudice to its right subsequently to add, modify or otherwise change or amend these responses. Responding Party reserves the right to change any of its objections or responses as new information is discovered. Specifically, Responding Party reserves the right to introduce other information or documents, use information that it may later determine to have been responsive to these requests, and revise, correct, supplement or clarify any of its written responses at any time.

These General Objections are incorporated into each and every objection to Propounding Party’s specific requests for production. All responses are subject to, preserve and do not constitute a waiver of these General Objections.

### **OBJECTIONS AND RESPONSES TO SPECIAL INTERROGATORIES**

#### **SPECIAL INTERROGATORY NO. 33:**

State ALL antitrust laws that YOU contend Facebook’s conduct threatens an incipient violation of, or violates the policy or spirit of.

#### **RESPONSE TO SPECIAL INTERROGATORY NO. 33:**

Responding Party incorporates each of the General Objections and further objects to this demand to the extent that it: (1) is vague and ambiguous; (2) is overly broad and unduly burdensome in seeking “ALL laws”; (3) calls for information covered by the attorney-client privilege and work product privileges; (4) seeks information not relevant to the subject matter of this litigation and not reasonably calculated to lead to the discovery of admissible evidence; and (5) seeks information equally available to Defendant.

Subject to and without waiving the foregoing objections, Responding Party responds that its analysis, investigation and discovery are ongoing and it does not intend to limit evidence at



1 trial to matters stated herein. Facebook's conduct repeatedly violates Business and Professions  
2 Code § 17200 et seq. by engaging in: (1) unlawful business acts or practices; (2) unfair business  
3 acts or practices; (3) fraudulent business acts or practices; (4) unfair, deceptive, untrue or  
4 misleading advertising; and (5) business acts or practices prohibited by §§ 17500-17577.5.  
5 Further, Facebook's conduct repeatedly violates Business and Professions Code §§ 17500 et seq.,  
6 which prohibits advertising goods or services that Facebook knew or should have known were  
7 likely to deceive. Facebook's conduct also repeatedly violates California's Consumer Legal  
8 Remedies Act (Cal. Civ. Code §§ 1750 et seq.) protecting consumers against unfair and deceptive  
9 business practices (Cal. Civ. Code § 1760) and various violations of Cal. Civ. Code § 1770.  
10 Finally, Facebook's conduct repeatedly violates Business and Professions Code §§ 16600 et seq.  
11 prohibiting contracts that restrain engagement in a lawful profession, trade or business of any  
12 kind.

13 Facebook's conduct also violates Section 5 of the Federal Trade Commission Act (15  
14 U.S.C. § 45) prohibiting unfair methods of competition in or affecting commerce and unfair or  
15 deceptive practices in or affecting commerce. Facebook's conduct further violates Section 1 of  
16 the Sherman Act prohibiting contracts in restraint of trade or commerce. Facebook's conduct  
17 further repeatedly violates Section 2 of the Sherman Act prohibiting the monopolization or  
18 attempt to monopolize any part of the trade or commerce among states. Facebook's conduct  
19 further repeatedly violates Section 2 of the Clayton Act, the Robinson-Patman Price  
20 Discrimination Act, prohibiting discrimination of price between different purchasers where the  
21 effect is to lessen competition or tend to create a monopoly. Facebook's conduct further  
22 repeatedly violates Section 3 of the Clayton Act prohibiting agreements that require avoidance of  
23 services or goods from competitors that tend to create a monopoly or lessen competition.  
24 Facebook's conduct further repeatedly violates the Cartwright Act, Business and Professions  
25 Code §§ 16720 et seq., prohibiting trusts or actions in concert in restraint of trade or commerce.  
26 Facebook's violations further include numerous per se violations resulting from tying agreements  
27 with a host of third parties.  
28



1 Finally, Facebook's conduct violates numerous other state laws that are accessible via  
 2 Business and Professions Code §§ 17200 et seq., including but not limited to New York General  
 3 Business Law §§ 349 et seq. prohibiting deceptive acts or practices in conduct of any business,  
 4 trade or commerce or in the furnishing of any service. Facebook's conduct further violates  
 5 Business and Professions Code § 17200 et seq. by reason of its tortious conduct, including but not  
 6 limited to constructive fraud, negligent misrepresentation of material fact, intentional interference  
 7 with contract and intentional interference with prospective business relations.

8 **SPECIAL INTERROGATORY NO. 34:**

9 State ALL laws that YOU contend Facebook's conduct violates RELATED TO YOUR  
 10 claim for violation of Business and Professions Code § 17200 et seq.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 34:**

12 Responding Party incorporates each of the General Objections and further objects to this  
 13 demand to the extent that it: (1) is vague and ambiguous; (2) is overly broad and unduly  
 14 burdensome in seeking "ALL laws"; (3) calls for information covered by the attorney-client  
 15 privilege and work product privileges; (4) seeks information not relevant to the subject matter of  
 16 this litigation and not reasonably calculated to lead to the discovery of admissible evidence; and  
 17 (5) seeks information equally available to Defendant.

18 Subject to and without waiving the foregoing objections, Responding Party responds that  
 19 its analysis, investigation and discovery are ongoing and it does not intend to limit evidence at  
 20 trial to matters stated herein. Facebook's conduct repeatedly violates Business and Professions  
 21 Code § 17200 et seq. by engaging in: (1) unlawful business acts or practices; (2) unfair business  
 22 acts or practices; (3) fraudulent business acts or practices; (4) unfair, deceptive, untrue or  
 23 misleading advertising; and (5) business acts or practices prohibited by §§ 17500-17577.5.  
 24 Further, Facebook's conduct repeatedly violates Business and Professions Code §§ 17500 et seq.,  
 25 which prohibits advertising goods or services that Facebook knew or should have known were  
 26 likely to deceive. Facebook's conduct also repeatedly violates California's Consumer Legal  
 27 Remedies Act (Cal. Civ. Code §§ 1750 et seq.) protecting consumers against unfair and deceptive  
 28 business practices (Cal. Civ. Code § 1760) and various violations of Cal. Civ. Code § 1770.



1 Finally, Facebook's conduct repeatedly violates Business and Professions Code §§ 16600 et seq.  
2 prohibiting contracts that restrain engagement in a lawful profession, trade or business of any  
3 kind.

4 Facebook's conduct also violates Section 5 of the Federal Trade Commission Act (15  
5 U.S.C. § 45) prohibiting unfair methods of competition in or affecting commerce and unfair or  
6 deceptive practices in or affecting commerce. Facebook's conduct further violates Section 1 of  
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8 further repeatedly violates Section 2 of the Sherman Act prohibiting the monopolization or  
9 attempt to monopolize any part of the trade or commerce among states. Facebook's conduct  
10 further repeatedly violates Section 2 of the Clayton Act, the Robinson-Patman Price  
11 Discrimination Act, prohibiting discrimination of price between different purchasers where the  
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13 repeatedly violates Section 3 of the Clayton Act prohibiting agreements that require avoidance of  
14 services or goods from competitors that tend to create a monopoly or lessen competition.  
15 Facebook's conduct further repeatedly violates the Cartwright Act, Business and Professions  
16 Code §§ 16720 et seq., prohibiting trusts or actions in concert in restraint of trade or commerce.  
17 Facebook's violations further include numerous per se violations resulting from tying agreements  
18 with a host of third parties.

19 Finally, Facebook's conduct violates numerous other state laws that are accessible via  
20 Business and Professions Code §§ 17200 et seq., including but not limited to New York General  
21 Business Law §§ 349 et seq. prohibiting deceptive acts or practices in conduct of any business,  
22 trade or commerce or in the furnishing of any service. Facebook's conduct further violates  
23 Business and Professions Code § 17200 et seq. by reason of its tortious conduct, including but not  
24 limited to constructive fraud, negligent misrepresentation of material fact, intentional interference  
25 with contract and intentional interference with prospective business relations.  
26  
27  
28



1  
2 DATED: January 11, 2017

CRITERION LAW

3 BIRNBAUM & GODKIN

4  
5 By: 

Basil P. Fthenakis

David S. Godkin (admitted *pro hac vice*)

6 James E. Kruzer (admitted *pro hac vice*)

7 Attorneys for Plaintiff

Six4Three, LLC



**PROOF OF SERVICE**

I, James E. Kruzer, declare:

I am a citizen of the United States and employed in Suffolk County, Massachusetts. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 280 Summer Street, Boston, MA 02210. On January 12, 2017, I served a copy of the within document(s):

PLAINTIFF SIX4THREE LLC'S RESPONSE TO DEFENDANT FACEBOOK, INC.'S  
SPECIALLY PREPARED INTERROGATORIES (SET TWO)



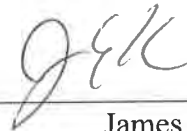
By electronically mailing a true and correct copy through Birnbaum & Godkin, LLP's electronic mail system to the email addresses set forth below.

SONAL N. MEHTA (SBN 222086)  
LAURA E. MILLER (SBN 271713)  
CATHERINE Y. KIM (SBN 308442)  
Durie Tangri LLP  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300  
smehta@durietangri.com  
lmiller@durietangri.com  
ckim@durietangri.com

Attorney for Defendant  
FACEBOOK, INC.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed January 12, 2017, at Boston, Massachusetts.



James E. Kruzer



**VERIFICATION**

I, Ted Kramer, as a certified representative of Plaintiff Six4Three LLC ("643"), certify and declare under penalty of perjury under the laws of the state of California that I have read and reviewed 643's Answers to Facebook's Second Set of Specially Prepared Interrogatories; and believe them to be true and accurate based on the information available to 643 at the present time.

Executed January 11, 2017, at San Francisco, California.

A handwritten signature in black ink, appearing to be 'TK' followed by a stylized surname, written over a horizontal line.

By: Ted Kramer



# EXHIBIT D



Case Information

CIV533328   SIX4THREE, LLC VS FACEBOOK, INC, ET AL		
Case Number	Court	File Date
CIV533328	Civil Unlimited	04/10/2015
Case Type	Case Status	
(07) Unlimited Business Tort/Unfair Business Practice	Active	

Party

Plaintiff	Active Attorneys ▼
SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT COMPANY	Lead Attorney
	FTHENAKIS, BASIL P
	Retained
Defendant	Active Attorneys ▼
FACEBOOK, INC, A DELAWARE CORPORATION	Attorney
	MILLER, LAURA E.
	Retained
	Attorney
	KIM, CATHERINE Y.
	Retained
	Lead Attorney
	MEHTA, SONAL N
	Retained
	Inactive Attorneys ▼
	Attorney
	SCHWARTZ, JULIE E
	Retained

Cause of Action

File Date	Cause of Action	Type	Filed By	Filed Against
04/10/2015	Complaint	Action	SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT COMPANY	FACEBOOK, INC, A DELAWARE CORPORATION



## Events and Hearings

04/10/2015 Complaint ▼		
(S) COMPLAINT FILED		
Comment COM: (S) COMPLAINT FILED		
04/10/2015 Conversion Minute ▼		
Comment *FEE: 150410-0768-CK 194/ 435.00 PAYMT		
04/10/2015 Conversion Minute ▼		
Comment *REFNM: 150410-0768-CK REFERENCE NUMBER D3395386		
04/10/2015 Civil Case Cover Sheet ▼		
CIVIL CASE COVERSHEET RECEIVED		
Comment CCS: CIVIL CASE COVERSHEET RECEIVED		
04/10/2015 Summons Issued / Filed ▼		
30 DAY SUMMONS, ISSUED AND FILED.		
Comment S30IF: 30 DAY SUMMONS, ISSUED AND FILED.		
04/10/2015 New Filed Case		
04/10/2015 Cause Of Action ▼		
Action Complaint	File Date 04/10/2015	
06/09/2015 Conversion Action ▼		
Comment EXFEE: EX-PARTE FEE PAID BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY.		
06/09/2015 Conversion Minute ▼		
Comment *FEE: 150609-0544-CK 036/ 60.00 PAYMT		
06/09/2015 Conversion Minute ▼		
Comment *REFNM: 150609-0544-CK REFERENCE NUMBER 123		
06/09/2015 Ex Parte Application ▼		
EX PARTE APPLICATION ORDER EXTENDING TIME FOR SERVICE OF PROCESS FILED.		
Comment EXV: EX PARTE APPLICATION ORDER EXTENDING TIME FOR SERVICE OF PROCESS FILED.		
06/09/2015 Declaration ▼		
DECLARATION OF BASIL P. FTHENAKIS REGARDING NOTICE OF PLAINTIFF'S APPLICATION FOR EX PARTE ORDER FI		
Comment DECL: DECLARATION OF BASIL P. FTHENAKIS REGARDING NOTICE OF PLAINTIFF'S APPLICATION FOR EX PARTE ORDER FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY		



06/09/2015 Declaration ▼
DECLARATION OF BASIL P. FTHENAKIS IN SUPPORT OF APPLICATION FOR EX PARTE ORDER EXTENDING FILED BY S
Comment DECL: DECLARATION OF BASIL P. FTHENAKIS IN SUPPORT OF APPLICATION FOR EX PARTE ORDER EXTENDING FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY
06/09/2015 Memorandum of Points & Authorities Filed ▼
MEMORANDUM OF POINTS AND AUTHORITIES FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY IN SUPPOR
Comment MPA: MEMORANDUM OF POINTS AND AUTHORITIES FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY IN SUPPORT OF APPLICATION FOR EX PARTE ORDER EXTENDING TIME FOR SERVICE OF PROCESS
06/09/2015 Order ▼
ORDER EXTENDING TIME FOR SERVICE OF PROCESS, SIGNED BY JUDGE SCOTT ON 06/09/15 FILED.
Comment O2: ORDER EXTENDING TIME FOR SERVICE OF PROCESS, SIGNED BY JUDGE SCOTT ON 06/09/15 FILED.
06/16/2015 Conversion Action ▼
Comment *620*: HCMC11 CALENDARED ON 08/21/15 IN DEPT. 7. HAS BEEN UPDATED TO 08/21/15 IN DEPT. 21.
07/10/2015 Conversion Action ▼
PROOF OF SERVICE (QUESTIONABLE SERVICE) OF SUMMONS AND COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIM
Comment PSQS: PROOF OF SERVICE (QUESTIONABLE SERVICE) OF SUMMONS AND COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY AS TO FACEBOOK, INC, A DELAWARE CORPORATION FILED. SERVICE QUESTIONABLE BECAUSE NAMED DEFENDANT MUST MATCH COMPLAINT EXACTLY.
08/03/2015 Proof of Service by PERSONAL SERVICE of ▼
PROOF OF SERVICE (PERSONAL) OF PLAINTIFF'S FIRST SET OF DEMANDS FOR INSPECTION DOCS TO DEFT FACEBOO
Comment PSN2: PROOF OF SERVICE (PERSONAL) OF PLAINTIFF'S FIRST SET OF DEMANDS FOR INSPECTION DOCS TO DEFT FACEBOOK, INC SERVED ON FACEBOOK, INC, A DELAWARE CORPORATION WITH SERVICE DATE OF 07/31/15 FILED.
08/06/2015 Case Management Statement ▼
CASE MANAGEMENT STATEMENT FILED BY FACEBOOK, INC, A DELAWARE CORPORATION.
Comment CMS: CASE MANAGEMENT STATEMENT FILED BY FACEBOOK, INC, A DELAWARE CORPORATION.
08/06/2015 Proof of Service by MAIL of ▼
PROOF OF SERVICE (BY MAIL) OF CASE MANAGEMENT STATEMENT SERVED ON SEE SERVICE LIST WITH A SERVICE D
Comment PSN3: PROOF OF SERVICE (BY MAIL) OF CASE MANAGEMENT STATEMENT SERVED ON SEE SERVICE LIST WITH A SERVICE DATE OF 08/06/15 FILED.
08/06/2015 Case Management Statement ▼
CASE MANAGEMENT STATEMENT FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY.
Comment CMS: CASE MANAGEMENT STATEMENT FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY.
08/13/2015 First Paper Fee Paid ▼
Comment FFP4: MOTION FEE PAID BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY.
08/13/2015 Conversion Minute ▼
Comment *FEE: 150813-0215-CK 037/ 20.00 PAYMT
08/13/2015 Conversion Minute ▼
Comment *REFNM: 150813-0215-CK REFERENCE NUMBER 007780



08/13/2015 Conversion Action ▼	
Comment *620*: HCMC1I CALENDARED ON 08/21/15 IN DEPT. 21. HAS BEEN UPDATED TO 08/21/15 IN DEPT. 7.	
08/17/2015 Conversion Action ▼	
Comment COMM1: DPET 7 STIP TO EXTEND TIME TO RESPOND TO COMPLT	
08/20/2015 Stipulation & Order ▼	
STIPULATION AND ORDER TO EXTEND TIME TO RESPOND TO COMPLAINT FILED BY SIX4THREE, LLC, A DELAWARE LI	
Comment SO: STIPULATION AND ORDER TO EXTEND TIME TO RESPOND TO COMPLAINT FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT, FACEBOOK, INC, A DELAWARE CORPORATION.	
08/20/2015 Notice ▼	
NOTICE OF JURY FEE DEPOSIT BY PLAINTIFF FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT.	
Comment N: NOTICE OF JURY FEE DEPOSIT BY PLAINTIFF FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT.	
08/21/2015 Conversion Hearing ▼	
CASE MANAGEMENT CONFERENCE	
Judicial Officer Dylina, Steven L	Comment CASE MANAGEMENT CONFERENCE
08/21/2015 Conversion Minute ▼	
Judicial Officer Dylina, Steven L	Comment JCR1: HONORABLE STEVEN L. DYLINE, JUDGE PRESIDING. CLERK: CHERYL LYSSAND. COURT REPORTER: NONE.
08/21/2015 Conversion Minute ▼	
Comment FFT: ATTORNEY(S): ANDREW CAFFREY AND BASIL P. FTHENAKIS APPEARED BY COURTCALL ON BEHALF OF THE	
08/21/2015 Conversion Minute ▼	
Comment FFT: PLAINTIFF.	
08/21/2015 Conversion Minute ▼	
Comment AT: ATTORNEY(S): JULIE E. SCHWARTZ APPEARED BY COURTCALL ON BEHALF OF THE DEFENDANT.	
08/21/2015 Conversion Minute ▼	
Comment COM: THE COURT IS INFORMED THE RESPONSIVE PLEADING IS DUE SEPTEMBER 8, 2015.	
08/21/2015 Conversion Minute ▼	
Comment HC: HEARING CONTINUED TO 11/13/15 AT 09:00 IN DEPARTMENT 21.	
08/21/2015 Conversion Minute ▼	
Comment PDUCMS: PLAINTIFF AND DEFENDANT SHALL SUBMIT AN UPDATED CASE MANAGEMENT STATEMENT.	
08/21/2015 Conversion Minute ▼	
Comment MICMS: ENTERED BY C LYSSAND ON 08/21/15.	
08/21/2015 Conversion Minute ▼	
Comment COM1: - 5 -	



08/21/2015 Conversion Minute ▼
Comment PMO: MINUTE ORDER PRINTED.
08/21/2015 Advance jury fee (Nonrefundable) ▼
Comment AJFEE: ADVANCE JURY FEE POSTED BY PLAINTIFF ON BEHALF OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT.
08/21/2015 Conversion Minute ▼
Comment *FEE: 150821-0186-CK 209/ 150.00 PAYMT
08/21/2015 Conversion Minute ▼
Comment *REFNM: 150821-0186-CK REFERENCE NUMBER D3429513
08/21/2015 Case Management Conference ▼
Original Type Case Management Conference
Judicial Officer Dylina, Steven L
Hearing Time 9:00 AM
Result Conversion Continuance
Comment Dept: 7 CASE MANAGEMENT CONFERENCE
09/08/2015 First Paper Fee Paid ▼
Comment FFP: FIRST PAPER FEE PAID BY FACEBOOK, INC, A DELAWARE CORPORATION.
09/08/2015 Conversion Minute ▼
Comment *FEE: 150908-0735-CK 195/ 435.00 210/ 30.00 PAYMT
09/08/2015 Conversion Minute ▼
Comment *REFNM: 150908-0735-CK REFERENCE NUMBER 008687
09/08/2015 Conversion Action ▼
(S) DEMURRER TO COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT FILED BY FACEBOOK, INC, A
Comment DEM: (S) DEMURRER TO COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT FILED BY FACEBOOK, INC, A DELAWARE CORPORATION REPRESENTED BY JULIE E SCHWARTZ
09/08/2015 Request for Judicial Notice ▼
REQUEST FOR JUDICIAL NOTICE OF IN SUPPORT OF DEMURRER TO PLTF'S COMPLAINT FILED BY FACEBOOK, INC, A
Comment RJN: REQUEST FOR JUDICIAL NOTICE OF IN SUPPORT OF DEMURRER TO PLTF'S COMPLAINT FILED BY FACEBOOK, INC, A DELAWARE CORPORATION.
09/08/2015 Declaration ▼
DECLARATION OF JEREMY E. JORDAN IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE FILED BY FACEBOOK, INC, A
Comment DECL: DECLARATION OF JEREMY E. JORDAN IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE FILED BY FACEBOOK, INC, A DELAWARE CORPORATION
09/08/2015 Declaration ▼
DECLARATION OF JULIE E. SCHWARTZ IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE FILED BY FACEBOOK, INC,
Comment DECL: DECLARATION OF JULIE E. SCHWARTZ IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE FILED BY FACEBOOK, INC, A DELAWARE CORPORATION



09/08/2015 Proof of Service ▼
PROOF OF SERVICE OF NOTICE OF HEARING ON DEMURRER, ETC SERVED ON SEE SERVICE LIST BY OVERNIGHT DELI
Comment POSI: PROOF OF SERVICE OF NOTICE OF HEARING ON DEMURRER, ETC SERVED ON SEE SERVICE LIST BY OVERNIGHT DELIVERY - FEDERAL EXPRESS WITH A SERVICE DATE OF 09/08/15.
09/10/2015 Memorandum of Points & Authorities Filed ▼
MEMORANDUM OF POINTS AND AUTHORITIES FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT IN SUPPOR
Comment MPA: MEMORANDUM OF POINTS AND AUTHORITIES FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT IN SUPPORT OF APPLICATION OF ANDREW A CAFFREY FOR ADMISSION PRO HAC VICE
09/10/2015 Declaration ▼
DECLARATION OF BASIL P. FTHENAKIS RE: SERVICE ON THE STATE BAR OF CALIFORNIA AND PAYMENT OF REQ FEE
Comment DECL: DECLARATION OF BASIL P. FTHENAKIS RE: SERVICE ON THE STATE BAR OF CALIFORNIA AND PAYMENT OF REQ FEE FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT
09/10/2015 Order received ▼
PROPOSED ORDER RECEIVED.
Comment POR: PROPOSED ORDER RECEIVED.
09/10/2015 Notice ▼
NOTICE OF HEARINF RE: APPLICATION OF ANDREW A. CAFFREY, I II, ESQ. FOR ADMISSION PRO HAC VICE FILED
Comment N2: NOTICE OF HEARINF RE: APPLICATION OF ANDREW A. CAFFREY, I II, ESQ. FOR ADMISSION PRO HAC VICE FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT.
09/10/2015 Conversion Action ▼
APPLICATION BY ANDREW A. CAFFREY, III, ESQ. TO APPEAR AS COUNSEL PRO HAC VICE FOR SIX4THREE, LLC, A
Comment APHV: APPLICATION BY ANDREW A. CAFFREY, III, ESQ. TO APPEAR AS COUNSEL PRO HAC VICE FOR SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT
09/10/2015 Conversion Minute ▼
Comment *FEE: 150911-0035-CK 164/ 500.00 210/ 30.00 PAYMT
09/10/2015 Conversion Minute ▼
Comment *REFNM: 150911-0035-CK REFERENCE NUMBER D 3435234
09/10/2015 Conversion Action ▼
APPLICATION BY DAVID S. GODKIN, ESQ. TO APPEAR AS COUNSEL PRO HAC VICE FOR SIX4THREE, LLC, A DELAWA
Comment APHV: APPLICATION BY DAVID S. GODKIN, ESQ. TO APPEAR AS COUNSEL PRO HAC VICE FOR SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT
09/10/2015 Conversion Minute ▼
Comment *FEE: 150911-0043-CK 164/ 500.00 210/ 30.00 PAYMT
09/10/2015 Conversion Minute ▼
Comment *REFNM: 150911-0043-CK REFERENCE NUMBER D 3435233
09/10/2015 Notice ▼
NOTICE OF HEARING RE: APPLICATION OF DAVID S. GODKIN, ESQ. FOR ADMISSION PRO HAC VICE FILED BY SIX4
Comment N2: NOTICE OF HEARING RE: APPLICATION OF DAVID S. GODKIN, ESQ. FOR ADMISSION PRO HAC VICE FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT.



09/10/2015 Memorandum of Points & Authorities Filed ▼

MEMORANDUM OF POINTS AND AUTHORITIES FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY IN SUPPORT

Comment

MPA: MEMORANDUM OF POINTS AND AUTHORITIES FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY IN SUPPORT OF APPLICATION OF DAVID S. GODKIN, ESQ. FOR ADMISSION PRO HAC VICE

09/10/2015 Declaration ▼

DECLARATION OF BASIL P. FTHENAKIS RE: SERVICE ON THE STATE BAR OF CALIFORNIA AND PAYMENT OF REQ FEE

Comment

DECL: DECLARATION OF BASIL P. FTHENAKIS RE: SERVICE ON THE STATE BAR OF CALIFORNIA AND PAYMENT OF REQ FEE FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY

09/10/2015 Order received ▼

PROPOSED ORDER RECEIVED.

Comment

POR: PROPOSED ORDER RECEIVED.

09/18/2015 Conversion Action ▼

APPLICATION BY JAMES R. MCCULLAGH TO APPEAR AS COUNSEL PRO HAC VICE FOR FACEBOOK, INC, A DELAWARE C

Comment

APHV: APPLICATION BY JAMES R. MCCULLAGH TO APPEAR AS COUNSEL PRO HAC VICE FOR FACEBOOK, INC, A DELAWARE CORPORATION

09/18/2015 Conversion Minute ▼

Comment

\*FEE: 150921-0301-CK 164/ 500.00 210/ 30.00 PAYMT

09/18/2015 Conversion Minute ▼

Comment

\*REFNM: 150921-0301-CK REFERENCE NUMBER 6249

09/18/2015 Notice ▼

NOTICE OF HEARING REGARDING APPLICATION OF JAMES R. MCCULLAGH TO APPEAR AS COUNSEL PRO HAC VICE FIL

Comment

N2: NOTICE OF HEARING REGARDING APPLICATION OF JAMES R. MCCULLAGH TO APPEAR AS COUNSEL PRO HAC VICE FILED BY FACEBOOK, INC, A DELAWARE CORPORATION.

09/18/2015 Memorandum of Points & Authorities Filed ▼

MEMORANDUM OF POINTS AND AUTHORITIES FILED BY FACEBOOK, INC, A DELAWARE CORPORATION IN SUPPORT OF N

Comment

MPA: MEMORANDUM OF POINTS AND AUTHORITIES FILED BY FACEBOOK, INC, A DELAWARE CORPORATION IN SUPPORT OF NOTICE OF HEARING RE APPLICATION OF JAMES R. MCCULLAGH TO APPEAR AS COUNSEL, ETC.

09/18/2015 Order received ▼

PROPOSED ORDER RECEIVED.

Comment

POR: PROPOSED ORDER RECEIVED.

09/18/2015 Proof of Service ▼

PROOF OF SERVICE OF FACEBOOK, INC.'S NOTICE OF HEARING, ETC. SERVED ON SEE LIST BY HAND DELIVERY AN

Comment

POSI: PROOF OF SERVICE OF FACEBOOK, INC.'S NOTICE OF HEARING, ETC. SERVED ON SEE LIST BY HAND DELIVERY AND OVERNIGHT WITH A SERVICE DATE OF 09/18/15.

09/22/2015 Conversion Action ▼

SUPPLEMENTAL DECLARATION OF BASIL P. FTHENAKIS RE PAYMENT OF REQUIRED FEE TO THE STATE BAR OF CA, E

Comment

SUP: SUPPLEMENTAL DECLARATION OF BASIL P. FTHENAKIS RE PAYMENT OF REQUIRED FEE TO THE STATE BAR OF CA, ETC. FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY.

09/22/2015 Conversion Action ▼



SUPPLEMENTAL DECLARATION OF BASIL P. FTHENAKIS RE PAYMENT OF REQUIRED FEE TO THE STATE BAR OF CA, E

Comment

SUP: SUPPLEMENTAL DECLARATION OF BASIL P. FTHENAKIS RE PAYMENT OF REQUIRED FEE TO THE STATE BAR OF CA, ETC. FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY.

09/29/2015 Stipulation ▼

(S) STIPULATION TO CONTINUE HEARING ON DEMURRER FILED

Comment

STIP1: (S) STIPULATION TO CONTINUE HEARING ON DEMURRER FILED

10/02/2015 Conversion Action ▼

SUPPLEMENTAL DECLARATION OF JULIE E. SCHWARTZ REGARDING CALIFORNIA STATE BAR FEES FOR PRO HAC FILED

Comment

SUP: SUPPLEMENTAL DECLARATION OF JULIE E. SCHWARTZ REGARDING CALIFORNIA STATE BAR FEES FOR PRO HAC FILED BY FACEBOOK, INC, A DELAWARE CORPORATION.

10/05/2015 Conversion Hearing ▼

Judicial Officer

Etezadi, Susan I

Comment

HEARING: APPLICATION TO APPEAR AS COUNSEL PRO HAC VICE BY ANDREW A. CAFFREY, III, ESQ.

10/05/2015 Conversion Minute ▼

Judicial Officer

Etezadi, Susan I

Comment

JCR: HONORABLE SUSAN I. ETEZADI, JUDGE PRESIDING. CLERK: VALERIE HRONIS. COURT REPORTER: NIKI MAKELA.

10/05/2015 Conversion Minute ▼

Comment

NAP: NO APPEARANCE IS MADE BY ANY PARTIES HEREIN OR THEIR COUNSEL OF RECORD.

10/05/2015 Conversion Minute ▼

Comment

TRA: TENTATIVE RULING ADOPTED AND BECOMES THE ORDER:

10/05/2015 Conversion Minute ▼

Comment

FFT: ANDREW CAFFREY AND DAVID GODKIN'S APPLICATIONS TO APPEAR AS COUNSEL PRO HAC VICE FOR PLAINTIFF

10/05/2015 Conversion Minute ▼

Comment

FFT: SIX4THREE, LLC IN THIS MATTER ARE GRANTED PURSUANT TO CALIFORNIA RULES OF COURT, RULE

10/05/2015 Conversion Minute ▼

Comment

FFT: 9.40. COUNSEL HAVE PAID THE \$50 FEE TO THE STATE BAR AS REQUIRED BY RULE 9.40(E) AND THE \$500 FEE

10/05/2015 Conversion Minute ▼

Comment

FFT: REQUIRED BY THE SAN MATEO COUNTY SUPERIOR COURT PURSUANT TO GOVT. CODE 70617. THEY HAVE MET ALL

10/05/2015 Conversion Minute ▼

Comment

FFT: OF THE OTHER REQUIREMENTS OF CRC 9.40, WHICH ARE THE ONLY REQUIREMENTS TO BE ELIGIBLE FOR

10/05/2015 Conversion Minute ▼

Comment

FFT: ADMISSION PRO HAC VICE.

10/05/2015 Conversion Minute ▼

Comment

COM: \* \*.

10/05/2015 Conversion Minute ▼



Comment

FFT: IF THE TENTATIVE RULING IS UNCONTESTED, IT SHALL BECOME THE ORDER OF THE COURT. THEREAFTER,

10/05/2015 Conversion Minute ▼

Comment

FFT: MOVING PARTY IS DIRECTED TO PREPARE A WRITTEN ORDER CONSISTENT WITH THE COURT'S RULING FOR THE

10/05/2015 Conversion Minute ▼

Comment

FFT: COURT'S SIGNATURE, PURSUANT TO CALIFORNIA RULES OF COURT, RULE 3.1312, AND TO PROVIDE NOTICE

10/05/2015 Conversion Minute ▼

Comment

FFT: THEREOF TO THE OPPOSING PARTY/COUNSEL AS REQUIRED BY LAW AND THE CALIFORNIA RULES OF

10/05/2015 Conversion Minute ▼

Comment

FFT: COURT. THE ORDER IS TO BE SUBMITTED DIRECTLY TO JUDGE SUSAN IRENE ETEZADI, DEPARTMENT 18.

10/05/2015 Conversion Minute ▼

Comment

HCOM: HEARING COMPLETED.

10/05/2015 Conversion Minute ▼

Comment

MICMS: ENTERED BY VALERIE HRONIS ON 10/05/15.

10/05/2015 Conversion Minute ▼

Comment

LINE: =====

10/05/2015 Conversion Minute ▼

Comment

PMO: MINUTE ORDER PRINTED.

10/05/2015 Conversion Minute ▼

Comment

PMO: MINUTE ORDER PRINTED.

10/05/2015 Conversion Hearing ▼

Judicial Officer  
Etezadi, Susan I

Comment

HEARING: APPLICATION TO APPEAR AS COUNSEL PRO HAC VICE BY DAVID S. GODKIN, ESQ.

10/05/2015 Conversion Minute ▼

Judicial Officer  
Etezadi, Susan I

Comment

JCR: HONORABLE SUSAN I. ETEZADI, JUDGE PRESIDING. CLERK: VALERIE HRONIS. COURT REPORTER: NIKI MAKELA.

10/05/2015 Conversion Minute ▼

Comment

NAP: NO APPEARANCE IS MADE BY ANY PARTIES HEREIN OR THEIR COUNSEL OF RECORD.

10/05/2015 Conversion Minute ▼

Comment

TRA: TENTATIVE RULING ADOPTED AND BECOMES THE ORDER:

10/05/2015 Conversion Minute ▼

Comment

FFT: ANDREW CAFFREY AND DAVID GODKIN'S APPLICATIONS TO APPEAR AS COUNSEL PRO HAC VICE FOR PLAINTIFF

10/05/2015 Conversion Minute ▼



Comment  
FFT: SIX4THREE, LLC IN THIS MATTER ARE GRANTED PURSUANT TO CALIFORNIA RULES OF COURT, RULE

10/05/2015 Conversion Minute ▼

Comment  
FFT: 9.40. COUNSEL HAVE PAID THE \$50 FEE TO THE STATE BAR AS REQUIRED BY RULE 9.40(E) AND THE \$500 FEE

10/05/2015 Conversion Minute ▼

Comment  
FFT: REQUIRED BY THE SAN MATEO COUNTY SUPERIOR COURT PURSUANT TO GOVT. CODE 70617. THEY HAVE MET ALL

10/05/2015 Conversion Minute ▼

Comment  
FFT: OF THE OTHER REQUIREMENTS OF CRC 9.40, WHICH ARE THE ONLY REQUIREMENTS TO BE ELIGIBLE FOR

10/05/2015 Conversion Minute ▼

Comment  
FFT: ADMISSION PRO HAC VICE.

10/05/2015 Conversion Minute ▼

Comment  
COM: \* \*.

10/05/2015 Conversion Minute ▼

Comment  
FFT: MOVING PARTY IS DIRECTED TO PREPARE A WRITTEN ORDER CONSISTENT WITH THE COURT'S RULING FOR THE

10/05/2015 Conversion Minute ▼

Comment  
FFT: COURT'S SIGNATURE, PURSUANT TO CALIFORNIA RULES OF COURT, RULE 3.1312, AND TO PROVIDE NOTICE

10/05/2015 Conversion Minute ▼

Comment  
FFT: THEREOF TO THE OPPOSING PARTY/COUNSEL AS REQUIRED BY LAW AND THE CALIFORNIA RULES OF

10/05/2015 Conversion Minute ▼

Comment  
FFT: COURT. THE ORDER IS TO BE SUBMITTED DIRECTLY TO JUDGE SUSAN IRENE ETEZADI, DEPARTMENT 18.

10/05/2015 Conversion Minute ▼

Comment  
HCOM: HEARING COMPLETED.

10/05/2015 Conversion Minute ▼

Comment  
MICMS: ENTERED BY KDUERRE ON 10/05/15.

10/05/2015 Conversion Minute ▼

Comment  
LINE: =====

10/05/2015 Conversion Minute ▼

Comment  
PMO: MINUTE ORDER PRINTED.

10/05/2015 Application to Appear as Counsel Pro Hac Vice ▼

Original Type  
Application to Appear as Counsel Pro Hac Vice

Judicial Officer  
Etezadi, Susan I

Hearing Time  
9:00 AM



Result <b>Held</b>	
Comment Dept: LM HEARING: APPLICATION TO APPEAR AS COUNSEL PRO HAC VICE BY ANDREW A. CAFFREY, III, ESQ.	
10/05/2015 Application to Appear as Counsel Pro Hac Vice ▼	
Original Type <b>Application to Appear as Counsel Pro Hac Vice</b>	
Judicial Officer <b>Etezadi, Susan I</b>	
Hearing Time <b>9:00 AM</b>	
Result <b>Held</b>	
Comment Dept: LM HEARING: APPLICATION TO APPEAR AS COUNSEL PRO HAC VICE BY DAVID S. GODKIN, ESQ.	
10/14/2015 Conversion Hearing ▼	
Judicial Officer <b>Etezadi, Susan I</b>	Comment HEARING: APPLICATION TO APPEAR AS COUNSEL PRO HAC VICE BY JAMES R. MCCULLAGH
10/14/2015 Conversion Minute ▼	
Judicial Officer <b>Etezadi, Susan I</b>	Comment JCR: HONORABLE SUSAN I. ETEZADI, JUDGE PRESIDING. CLERK: KEVIN DUERRE. COURT REPORTER: NIKI MAKELA.
10/14/2015 Conversion Minute ▼	
Comment NAP: NO APPEARANCE IS MADE BY ANY PARTIES HEREIN OR THEIR COUNSEL OF RECORD.	
10/14/2015 Conversion Minute ▼	
Comment TRA: TENTATIVE RULING ADOPTED AND BECOMES THE ORDER:	
10/14/2015 Conversion Minute ▼	
Comment FFT: JAMES R. MCCULLAGH'S APPLICATION TO APPEAR AS COUNSEL PRO HAC VICE FOR DEFENDANT FACEBOOK,	
10/14/2015 Conversion Minute ▼	
Comment FFT: INC. IN THIS MATTER IS GRANTED PURSUANT TO CALIFORNIA RULES OF COURT, RULE 9.40. COUNSEL	
10/14/2015 Conversion Minute ▼	
Comment FFT: HAS PAID THE \$50 FEE TO THE STATE BAR AS REQUIRED BY RULE 9.40(E) AND THE \$500 FEE NOW	
10/14/2015 Conversion Minute ▼	
Comment FFT: REQUIRED BY THE SAN MATEO COUNTY SUPERIOR COURT PURSUANT TO GOVT. CODE SECTION 70617. HE HAS	
10/14/2015 Conversion Minute ▼	
Comment FFT: MET ALL OF THE OTHER REQUIREMENTS OF CRC 9.40, WHICH ARE THE ONLY REQUIREMENTS TO BE ELIGIBLE	
10/14/2015 Conversion Minute ▼	
Comment FFT: FOR ADMISSION PRO HAC VICE.	
10/14/2015 Conversion Minute ▼	
Comment COM: * *.	



10/14/2015 Conversion Minute ▼
Comment FFT: MOVING PARTY IS DIRECTED TO PREPARE A WRITTEN ORDER CONSISTENT WITH THE COURT'S RULING FOR THE
10/14/2015 Conversion Minute ▼
Comment FFT: COURT'S SIGNATURE, PURSUANT TO CALIFORNIA RULES OF COURT, RULE 3.1312, AND PROVIDE NOTICE
10/14/2015 Conversion Minute ▼
Comment FFT: THEREOF TO THE OPPOSING PARTY/COUNSEL AS REQUIRED BY LAW AND THE CALIFORNIA RULES OF
10/14/2015 Conversion Minute ▼
Comment FFT: COURT. THE ORDER IS TO BE SUBMITTED DIRECTLY TO JUDGE SUSAN IRENE ETEZADI, DEPARTMENT 18.
10/14/2015 Conversion Minute ▼
Comment HCOM: HEARING COMPLETED.
10/14/2015 Conversion Minute ▼
Comment MICMS: ENTERED BY KDUERRE ON 10/14/15.
10/14/2015 Conversion Minute ▼
Comment LINE: =====
10/14/2015 Conversion Minute ▼
Comment PMO: MINUTE ORDER PRINTED.
10/14/2015 Conversion Minute ▼
Comment PMO: MINUTE ORDER PRINTED.
10/14/2015 Application to Appear as Counsel Pro Hac Vice ▼
Original Type Application to Appear as Counsel Pro Hac Vice
Judicial Officer Etezadi, Susan I
Hearing Time 9:00 AM
Result Held
Comment Dept: LM HEARING: APPLICATION TO APPEAR AS COUNSEL PRO HAC VICE BY JAMES R. MCCULLAGH
10/16/2015 Conversion Hearing ▼
Comment HEARING: DEMURRER TO COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY BY FACEBOOK, INC, A DELAWARE CORPORATION
10/16/2015 Conversion Minute ▼
Comment HC: HEARING CONTINUED TO 11/13/15 AT 09:00 IN DEPARTMENT LM.
10/16/2015 Conversion Minute ▼
Comment COM: PER STIPULATION TO CONTINUE HEARING FILED ON 09/29/15.
10/16/2015 Hearing on Demurrer ▼



Original Type <b>Hearing on Demurrer</b>
Hearing Time <b>9:00 AM</b>
Result <b>Conversion Continuance</b>
Comment <b>Dept: LM HEARING: DEMURRER TO COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT BY FACEBOOK, INC, A DELAWARE CORPORATION</b>
10/20/2015 Order ▼
ORDER GRANTING APPLICATION FOR ADMISSION PRO HAC VICE, SIGNED BY JUDGE ETEZADI ON 10/19/15 FILED.  Comment <b>O2: ORDER GRANTING APPLICATION FOR ADMISSION PRO HAC VICE, SIGNED BY JUDGE ETEZADI ON 10/19/15 FILED.</b>
10/30/2015 Amended Complaint ▼
(L) 1ST AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT FILED (AMENDED COMPLAINT)  Comment <b>ACM: (L) 1ST AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT FILED (AMENDED COMPLAINT)</b>
10/30/2015 Order ▼
ORDER GRANTING APPLICATION OF JAMES R. MCCULLAGH TO APPEAR AS COUNSEL, SIGNED BY JUDGE ETEZADI ON 1  Comment <b>O2: ORDER GRANTING APPLICATION OF JAMES R. MCCULLAGH TO APPEAR AS COUNSEL, SIGNED BY JUDGE ETEZADI ON 10/28/15 FILED.</b>
11/10/2015 Conversion Action ▼
Comment <b>COMM: LETTER REQUESTING TO VACATE 11/13/15 RECEIVED.</b>
11/13/2015 Conversion Hearing ▼
Comment <b>CASE MANAGEMENT CONFERENCE</b>
11/13/2015 Conversion Minute ▼
Comment <b>HC: HEARING CONTINUED TO 12/02/15 AT 09:00 IN DEPARTMENT 21.</b>
11/13/2015 Conversion Hearing ▼
Judicial Officer <b>Lee, Elizabeth K</b>  Comment <b>HEARING: DEMURRER TO COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT BY FACEBOOK, INC, A DELAWARE CORPORATION</b>
11/13/2015 Conversion Minute ▼
Judicial Officer <b>Lee, Elizabeth K</b>  Comment <b>JCRB: HONORABLE ELIZABETH K. LEE, JUDGE PRESIDING. CLERK: SYLVIA CUELLAR, COURT REPORTER: JENELL MULLANE</b>
11/13/2015 Conversion Minute ▼
Comment <b>NAP: NO APPEARANCE IS MADE BY ANY PARTIES HEREIN OR THEIR COUNSEL OF RECORD.</b>
11/13/2015 Conversion Minute ▼
Comment <b>FFT: THIS MATTER IS MOOT. A FIRST AMENDED COMPLAINT WAS FILED ON OCTOBER 30, 2015.</b>
11/13/2015 Conversion Minute ▼
Comment <b>HCOM: HEARING COMPLETED.</b>
11/13/2015 Conversion Minute ▼



Comment  
MICMS: ENTERED BY SC ON 11/13/15.

11/13/2015 Conversion Minute ▼

Comment  
LINE: =====

11/13/2015 Conversion Minute ▼

Comment  
PMO: MINUTE ORDER PRINTED.

11/13/2015 Case Management Conference ▼

Original Type  
Case Management Conference

Hearing Time  
9:00 AM

Result  
Conversion Continuance

Comment  
Dept: 21 CASE MANAGEMENT CONFERENCE

11/13/2015 Hearing on Demurrer ▼

Original Type  
Hearing on Demurrer

Judicial Officer  
Lee, Elizabeth K

Hearing Time  
9:00 AM

Result  
Held

Comment  
Dept: LM HEARING: DEMURRER TO COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY BY FACEBOOK, INC., A DELAWARE CORPORATION

11/24/2015 Conversion Action ▼

Comment  
COMM: FAXED REQUEST TO CONTINUE THE 12/11/15 CMC RECEIVED.

12/02/2015 Conversion Hearing ▼

Comment  
CASE MANAGEMENT CONFERENCE

12/02/2015 Conversion Minute ▼

Comment  
PNCMC: PRINT CASE MANAGEMENT CONFERENCE NOTICE.

12/02/2015 Conversion Minute ▼

Comment  
\*NOT: NOTICES PRINTED FOR BASIL P FTHENAKIS ON 9/25/15

12/02/2015 Conversion Minute ▼

Comment  
\*NOT: NOTICES PRINTED FOR PC14 /JES ON 9/25/15

12/02/2015 Conversion Minute ▼

Comment  
HC: HEARING CONTINUED TO 12/11/15 AT 09:00 IN DEPARTMENT 21.

12/02/2015 Case Management Conference ▼

Original Type  
Case Management Conference

Hearing Time  
9:00 AM



<div>Result</div> <div>Conversion Continuance</div> <div>Comment</div> <div>Dept: 21 CASE MANAGEMENT CONFERENCE</div>
<div>12/03/2015 Conversion Action ▼</div> <div>Comment</div> <div>COMM: STIP AND ORDER FWD TO JUDGE SCOTT.</div>
<div>12/03/2015 First Paper Fee Paid ▼</div> <div>Comment</div> <div>FFP4: MOTION FEE PAID BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY.</div>
<div>12/03/2015 Conversion Minute ▼</div> <div>Comment</div> <div>*FEE: 151203-0774-CK 037/ 20.00 PAYMT</div>
<div>12/03/2015 Conversion Minute ▼</div> <div>Comment</div> <div>*REFNM: 151203-0774-CK REFERENCE NUMBER 091088</div>
<div>12/08/2015 Conversion Action ▼</div> <div>STIPULATION AND ORDER EXTENDING TIME TO ANSWER TO F.A.C. SIGNED BY JOSEPH C. SCOTT ON 12/08/15.</div> <div>Comment</div> <div>SO2: STIPULATION AND ORDER EXTENDING TIME TO ANSWER TO F.A.C. SIGNED BY JOSEPH C. SCOTT ON 12/08/15.</div>
<div>12/11/2015 Conversion Hearing ▼</div> <div>Comment</div> <div>CASE MANAGEMENT CONFERENCE</div>
<div>12/11/2015 Conversion Minute ▼</div> <div>Comment</div> <div>PNCMC: PRINT CASE MANAGEMENT CONFERENCE NOTICE.</div>
<div>12/11/2015 Conversion Minute ▼</div> <div>Comment</div> <div>*NOT: NOTICES PRINTED FOR BASIL P FTHENAKIS ON 9/28/15</div>
<div>12/11/2015 Conversion Minute ▼</div> <div>Comment</div> <div>*NOT: NOTICES PRINTED FOR PC14 /JES ON 9/28/15</div>
<div>12/11/2015 Conversion Minute ▼</div> <div>Comment</div> <div>HC: HEARING CONTINUED TO 03/16/16 AT 09:00 IN DEPARTMENT 21.</div>
<div>12/11/2015 Case Management Conference ▼</div> <div>Original Type</div> <div>Case Management Conference</div> <div>Hearing Time</div> <div>9:00 AM</div> <div>Result</div> <div>Conversion Continuance</div> <div>Comment</div> <div>Dept: 21 CASE MANAGEMENT CONFERENCE</div>
<div>12/23/2015 First Paper Fee Paid ▼</div> <div>Comment</div> <div>FFP4: MOTION FEE PAID BY FACEBOOK, INC, A DELAWARE CORPORATION.</div>
<div>12/23/2015 Conversion Minute ▼</div>



Comment *FEE: 151223-0474-CK 036/ 60.00 210/ 30.00 PAYMT
12/23/2015 Conversion Minute ▼  Comment *REFNM: 151223-0474-CK REFERENCE NUMBER 091652
12/23/2015 Conversion Action ▼  (S) DEMURRER TO 1ST AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT FILED BY FACEB  Comment DEM: (S) DEMURRER TO 1ST AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT FILED BY FACEBOOK, INC, A DELAWARE CORPORATION REPRESENTED BY JULIE E SCHWARTZ
12/23/2015 Request for Judicial Notice ▼  REQUEST FOR JUDICIAL NOTICE OF IN SUPPORT OF DEMURRER TO PLAINTIFF'S FIRST AMENDED COMPLAINT FILED  Comment RJN: REQUEST FOR JUDICIAL NOTICE OF IN SUPPORT OF DEMURRER TO PLAINTIFF'S FIRST AMENDED COMPLAINT FILED BY FACEBOOK, INC, A DELAWARE CORPORATION.
12/23/2015 Declaration ▼  DECLARATION OF JEREMY E. JORDAN IN SUPPORT OF FACEBOOK INC'S REQUEST FOR JUDICIAL NOTICE FILED BY F  Comment DECL: DECLARATION OF JEREMY E. JORDAN IN SUPPORT OF FACEBOOK INC'S REQUEST FOR JUDICIAL NOTICE FILED BY FACEBOOK, INC, A DELAWARE CORPORATION
12/23/2015 Declaration ▼  DECLARATION OF JULIE E. SCHWARTZ IN SUPPORT OF FACEBOOK INC'S REQUEST FOR JUDICIAL NOTICE FILED BY  Comment DECL: DECLARATION OF JULIE E. SCHWARTZ IN SUPPORT OF FACEBOOK INC'S REQUEST FOR JUDICIAL NOTICE FILED BY FACEBOOK, INC, A DELAWARE CORPORATION
12/23/2015 Proof of Service ▼  PROOF OF SERVICE OF NOITCE OF HEARING ON DEMURRER, ETC SERVED ON SEE SERVICE LIST BY OVERNIGHT DELI  Comment POS: PROOF OF SERVICE OF NOITCE OF HEARING ON DEMURRER, ETC SERVED ON SEE SERVICE LIST BY OVERNIGHT DELIVERY WITH A SERVICE DATE OF 12/23/15.
01/13/2016 Memorandum of Points & Authorities Filed ▼  MEMORANDUM OF POINTS AND AUTHORITIES FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT IN OPPOSI  Comment MPA: MEMORANDUM OF POINTS AND AUTHORITIES FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT IN OPPOSITION TO DEMURRER
01/13/2016 Conversion Action ▼  OBJECTION TO REQUEST FOR JUDICIAL NOTICE FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT  Comment OBJ: OBJECTION TO REQUEST FOR JUDICIAL NOTICE FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT
01/13/2016 Document ▼  CAFFREY DECLARATION IN SUPPORT OF PLTFF'S OBJECTION TO REQUEST FOR JUDICIAL NOTICE, FILED.  Comment FILED: CAFFREY DECLARATION IN SUPPORT OF PLTFF'S OBJECTION TO REQUEST FOR JUDICIAL NOTICE, FILED.
01/20/2016 Document ▼  DEFT FACEBOOK'S REPLY IN SUPPORT OF DEMURRER TO FIRST AMENDED COMPLAINT, FILED.  Comment FILED: DEFT FACEBOOK'S REPLY IN SUPPORT OF DEMURRER TO FIRST AMENDED COMPLAINT, FILED.
01/20/2016 Response ▼  FACEBOOK, INC, A DELAWARE CORPORATION'S RESPONSE TO PLTFF'S OBJECTIONS TO REQUEST FOR JUDICIAL NOTI  Comment RESP: FACEBOOK, INC, A DELAWARE CORPORATION'S RESPONSE TO PLTFF'S OBJECTIONS TO REQUEST FOR JUDICIAL NOTICE FILED.



01/20/2016 Proof of Service ▼
PROOF OF SERVICE OF SEE DOCUMENT LIST SERVED ON SEE SERVICE LIST BY OVERNIGHT DELIVERY - FEDEX WITH
Comment POSI: PROOF OF SERVICE OF SEE DOCUMENT LIST SERVED ON SEE SERVICE LIST BY OVERNIGHT DELIVERY - FEDEX WITH A SERVICE DATE OF 01/20/16.
01/27/2016 Conversion Hearing ▼
Judicial Officer Ayoob, Donald J
Comment HEARING: DEMURRER TO 1ST AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY BY FACEBOOK, INC, A DELAWARE CORPORATION
01/27/2016 Conversion Minute ▼
Judicial Officer Ayoob, Donald J
Comment JCR: HONORABLE DONALD J. AYOOB, JUDGE PRESIDING. CLERK: ALMA DE LA ROSA. COURT REPORTER: ROSA DE NOLA.
01/27/2016 Conversion Minute ▼
Comment AT: ATTORNEY(S): ANDREW CAFFREY & BASIL P. FTHENAKIS PRESENT FOR SIX4THREE,LLC
01/27/2016 Conversion Minute ▼
Comment AT: ATTORNEY(S): JULIE SCHWARTZ & JIM MCCULLAGH PRESENT ON BEHALF OF FACEBOOK, INC.
01/27/2016 Conversion Minute ▼
Comment MAS: MATTER ARGUED BY COUNSEL AND SUBMITTED TO THE COURT.
01/27/2016 Conversion Minute ▼
Comment TRA: TENTATIVE RULING ADOPTED AND BECOMES THE ORDER:
01/27/2016 Conversion Minute ▼
Comment FFT: DEFENDANT FACEBOOK, INC.'S REQUEST FOR JUDICIAL NOTICE IS GRANTED PURSUANT TO EVIDENCE CODE
01/27/2016 Conversion Minute ▼
Comment FFT: SECTION 452(H) AND 453(A). THAT SAID, THE LEGAL EFFECT, TRUTHFULNESS AND PROPER INTERPRETATION
01/27/2016 Conversion Minute ▼
Comment FFT: OF THE DOCUMENTS REMAINS DISPUTABLE. SEE UNRUH-HAXTON V. REGENTS OF UNIVERSITY OF
01/27/2016 Conversion Minute ▼
Comment FFT: CALIFORNIA (2008) 162 CAL APP 4TH 343, 365. A HEARING ON A DEMURRER MAY NOT BE TURNED INTO A
01/27/2016 Conversion Minute ▼
Comment FFT: CONTESTED EVIDENTIARY HEARING THROUGH THE GUISE OF HAVING THE COURT TAKE JUDICIAL NOTICE OF
01/27/2016 Conversion Minute ▼
Comment FFT: DOCUMENTS WHOSE TRUTHFULNESS OR PROPER INTERPRETATION ARE DISPUTABLE. FREMONT INDEMNITY
01/27/2016 Conversion Minute ▼
Comment FFT: CO. V. FREMONT GENERAL CORP. (2007) 148 CAL APP 4TH 97, 112-118.



01/27/2016 Conversion Minute ▼
Comment COM: --.
01/27/2016 Conversion Minute ▼
Comment FFT: DEFENDANT FACEBOOK, INC.'S DEMURRER TO PLAINTIFF'S 1ST AMENDED COMPLAINT IS SUSTAINED
01/27/2016 Conversion Minute ▼
Comment FFT: WITH LEAVE TO AMEND.
01/27/2016 Conversion Minute ▼
Comment COM: --.
01/27/2016 Conversion Minute ▼
Comment FFT: THE 1ST CAUSE OF ACTION FOR PROMISSORY ESTOPPEL, THE FAC FAILS TO SUFFICIENTLY ALLEGE A CLEAR,
01/27/2016 Conversion Minute ▼
Comment FFT: UNAMBIGUOUS PROMISE BY FACEBOOK TO KEEP ITS FRIENDS PHOTOS ENDPOINT OPEN FOREVER, OR THEIR
01/27/2016 Conversion Minute ▼
Comment FFT: REASONABLE RELIANCE ON SUCH A PROMISE. THE FAC IS BASED ON THE CONCLUSORY ALLEGATION AT 78
01/27/2016 Conversion Minute ▼
Comment FFT: THAT FACEBOOK CLEARLY AND UNAMBIGUOUSLY PROMISED TO KEEP OPEN THE FRIENDS' PHOTOS ENDPOINT. AS TO
01/27/2016 Conversion Minute ▼
Comment FFT: RELIANCE, PLAINTIFF IDENTIFIES ONLY CONCLUSORY, GENERALIZED STATEMENTS AND ALLEGED OMISSIONS
01/27/2016 Conversion Minute ▼
Comment FFT: REGARDING FACEBOOK'S PLATFORM AND API AT THE TIME THEY WERE LAUNCHED IN 2007 AND 2010. FAC
01/27/2016 Conversion Minute ▼
Comment FFT: 11, 22, 23. NOTHING IN THE STATEMENTS REFERRED TO THE FRIENDS PHOTO ENDPOINT AND NOTHING
01/27/2016 Conversion Minute ▼
Comment FFT: INDICATED THAT FACEBOOK WOULD MAKE AVAILABLE ALL ENDPOINTS TO DEVELOPERS FOREVER. THIS DOES NOT
01/27/2016 Conversion Minute ▼
Comment FFT: SUFFICIENTLY ALLEGE REASONABLE RELIANCE.
01/27/2016 Conversion Minute ▼
Comment COM: --.
01/27/2016 Conversion Minute ▼
Comment FFT: THE 2ND CAUSE OF ACTION FOR PROMISSORY ESTOPPEL, THE FAC FAILS TO SUFFICIENTLY ALLEGE THE
01/27/2016 Conversion Minute ▼



Comment  
FFT: ELEMENTS OF A CLAIM FOR NEGLIGENT MISREPRESENTATION. THESE INCLUDE INCLUDE 1) A

01/27/2016 Conversion Minute ▼

Comment  
FFT: MISREPRESENTATION OF A PAST OR EXISTING FACT, 2) WITHOUT REASONABLE GROUNDS FOR BELIEVING IT TO BE

01/27/2016 Conversion Minute ▼

Comment  
FFT: TRUE, 3) WITH THE INTENT TO INDUCE ANOTHER'S RELIANCE, 4) JUSTIFIABLE RELIANCE ON THE

01/27/2016 Conversion Minute ▼

Comment  
FFT: REPRESENTATION AND

01/27/2016 Conversion Minute ▼

Comment  
FFT: 5) RESULTING DAMAGE. APOLLO CAPITAL FUND, LLC V. ROTH CAPITAL PARTNERS, LLC (2007) 158 CAL APP

01/27/2016 Conversion Minute ▼

Comment  
FFT: 4TH 226, 243. PLAINTIFF HAS NOT SUFFICIENTLY ALLEGED A MISREPRESENTATION, INTENT, OR

01/27/2016 Conversion Minute ▼

Comment  
FFT: JUSTIFIABLE RELIANCE, FOR THE SAME REASONS THAT THE PROMISSORY ESTOPPEL CAUSE OF ACTION FAILS.

01/27/2016 Conversion Minute ▼

Comment  
FFT: IT IS ALL BASED ON THE ALLEGED PROMISE THAT FACEBOOK WAS GOING TO KEEP ITS FRIENDS PHOTOS

01/27/2016 Conversion Minute ▼

Comment  
FFT: ENDPOINT OPEN IN PERPETUITY. PLAINTIFF HAS NOT SUFFICIENTLY ALLEGED SUCH A REPRESENTATION AND

01/27/2016 Conversion Minute ▼

Comment  
FFT: PLAINTIFF'S SUPPOSED RELIANCE ON NONEXISTENT PROMISES IS UNREASONABLE.

01/27/2016 Conversion Minute ▼

Comment  
COM: --.

01/27/2016 Conversion Minute ▼

Comment  
FFT: THE 3RD CAUSE OF ACTION FOR INTENTIONAL INTERFERENCE WITH CONTRACT

01/27/2016 Conversion Minute ▼

Comment  
FFT: ESSENTIALLY RESTATES THE PLAINTIFF'S PROMISSORY ESTOPPEL CLAIM, WHICH SOUNDS IN

01/27/2016 Conversion Minute ▼

Comment  
FFT: CONTRACT. JRS PRODS., INC. V. MATSUSHITA ELEC.CORP. OF AMERICA (2004) 115 CAL APP 4TH

01/27/2016 Conversion Minute ▼

Comment  
FFT: 168, 183. WHERE A CONTRACT CLAIM IS ALLEGED, A PLAINTIFF MAY NOT ALSO RAISE CLAIMS FOR

01/27/2016 Conversion Minute ▼



Comment  
FFT: INTENTIONAL TORT THAT ARE BASED ON THE SAME ACTIVITY REGARDLESS OF WHETHER THE ACTIVITY

01/27/2016 Conversion Minute ▼

Comment  
FFT: VIOLATES A STATUE OR WAS DONE WITH MALICE. ID. AT 182-83. THE PROMISSORY ESTOPPEL CLAIM IS

01/27/2016 Conversion Minute ▼

Comment  
FFT: ROOTED IN CONTRACT. IT ALLEGES THAT FACEBOOK BREACHED ITS PROMISE TO KEEP THE FRIENDS PHOTOS

01/27/2016 Conversion Minute ▼

Comment  
FFT: ENDPOINT OPEN BY STATING ITS INTENTION TO END ACCESS TO THE ENDPOINT. FAC 52, 53.

01/27/2016 Conversion Minute ▼

Comment  
COM: - -.

01/27/2016 Conversion Minute ▼

Comment  
FFT: PLAINTIFF HAS ALSO FAILED TO SUFFICIENTLY ALLEGE TORTUOUS INTERFERENCE. PLAINTIFF HAS NOT PLED A

01/27/2016 Conversion Minute ▼

Comment  
FFT: VALID CONTRACT; HAS NOT PLAUSIBLY ALLEGED ANY KNOWLEDGE OF THE AGREEMENTS ON FACEBOOK'S PART

01/27/2016 Conversion Minute ▼

Comment  
FFT: AND HAS NOT ALLEGED ANY INTENTIONAL ACTS DESIGNED TO INDUCE A BREACH. QUELIMANE CO., INC.

01/27/2016 Conversion Minute ▼

Comment  
FFT: V. STEWART TITLE GUARANTY COMPANY (1998) 19 CAL 4TH 26, 55. SEE FAC AT 56, 57, 97-98.

01/27/2016 Conversion Minute ▼

Comment  
COM: - -.

01/27/2016 Conversion Minute ▼

Comment  
FFT: THE 4TH CAUSE OF ACTION FOR INTENTIONAL INTERFERENCE WITH PROSPECTIVE

01/27/2016 Conversion Minute ▼

Comment  
FFT: BUSINESS RELATIONS FAILS TO SUFFICIENTLY PLED THE REQUIRED ELEMENTS FOR SUCH

01/27/2016 Conversion Minute ▼

Comment  
FFT: A CAUSE OF ACTION: 1) AN ECONOMIC RELATIONSHIP BETWEEN THE PLAINTIFF AND SOME THIRD-PARTY WITH

01/27/2016 Conversion Minute ▼

Comment  
FFT: THE PROBABILITY OF FUTURE ECONOMIC BENEFIT; 2) THE DEFENDANT'S KNOWLEDGE OF THE RELATIONSHIP;

01/27/2016 Conversion Minute ▼

Comment  
FFT: 3) INTENTIONAL ACTS BY DEFENDANT DESIGNED TO DISRUPT THE RELATIONSHIP; 4) ACTUAL DISRUPTION

01/27/2016 Conversion Minute ▼



Comment  
FFT: OF THE RELATIONSHIP AND 5) ECONOMIC HARM TO THE PLAINTIFF PROXIMATELY CAUSED BY DEFENDANT. KOREA

01/27/2016 Conversion Minute ▼

Comment  
FFT: SUPPLY CO. V. LOCKHEED MARTIN CORP. (2003) 29 CAL 4TH 1134, 1153. PLAINTIFF HAS FAILED TO

01/27/2016 Conversion Minute ▼

Comment  
FFT: SUFFICIENTLY PLEAD ECONOMIC RELATIONSHIP, DEFENDANT'S KNOWLEDGE OF THE RELATIONSHIP,

01/27/2016 Conversion Minute ▼

Comment  
FFT: DEFENDANT'S INTENTIONAL ACTS DESIGNED TO INDUCE A BREACH AND NO INDEPENDENTLY WRONGFUL ACT.

01/27/2016 Conversion Minute ▼

Comment  
COM: --.

01/27/2016 Conversion Minute ▼

Comment  
FFT: THE 5TH CAUSE OF ACTION FOR VIOLATION OF B&P CODE 17200 FAILS TO SUFFICIENTLY PLEAD THE UNFAIR,

01/27/2016 Conversion Minute ▼

Comment  
FFT: UNLAWFUL OR FRAUDULENT BUSINESS PRACTICE. CEL-TECH COMMUNICATIONS, INC. V. LOS ANGELES

01/27/2016 Conversion Minute ▼

Comment  
FFT: CELLULAR TELEPHONE COMPANY (1999) 20 CAL 4TH 163, 180. PLAINTIFF ALLEGES IN CONCLUSORY

01/27/2016 Conversion Minute ▼

Comment  
FFT: FASHION THAT IN DOING THE THINGS HERE AND ALLEGED, FACEBOOK ACTED WITH FRAUD, MALICE AND

01/27/2016 Conversion Minute ▼

Comment  
FFT: OPPRESSION AND IN RECKLESS DISREGARD OF PLAINTIFF'S RIGHTS. FAC 56.

01/27/2016 Conversion Minute ▼

Comment  
COM: 30 DAYS TO AMEND IS GRANTED.

01/27/2016 Conversion Minute ▼

Comment  
HCOM: HEARING COMPLETED.

01/27/2016 Conversion Minute ▼

Comment  
MICMS: ENTERED BY ALMA DE LA ROSA ON 01/27/16.

01/27/2016 Conversion Minute ▼

Comment  
PMO: MINUTE ORDER PRINTED.

01/27/2016 Conversion Minute ▼

Comment  
LINE: =====

01/27/2016 Conversion Minute ▼



Comment PMO: MINUTE ORDER PRINTED.
01/27/2016 Hearing on Demurrer ▼  Original Type <b>Hearing on Demurrer</b>  Judicial Officer <b>Ayoob, Donald J</b>  Hearing Time <b>9:00 AM</b>  Result <b>Held</b>  Comment <b>Dept: LM HEARING: DEMURRER TO 1ST AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT BY FACEBOOK, INC, A DELAWARE CORPORATION</b>
02/19/2016 Order ▼  ORDER SUSTAINING DEMURRER TO PLAINTIFF'S FIRST AMENDED COMPLAINT, SIGNED BY JUDGE AYOOB ON 01/27/16  Comment <b>O2: ORDER SUSTAINING DEMURRER TO PLAINTIFF'S FIRST AMENDED COMPLAINT, SIGNED BY JUDGE AYOOB ON 01/27/16 FILED.</b>
02/19/2016 Order ▼  ORDER SUSTAINING DEMURRER TO PLAINTIFF'S FIRST AMENDED COMPLAINT, SIGNED BY JUDGE AYOOB ON 01/27/16  Comment <b>O2: ORDER SUSTAINING DEMURRER TO PLAINTIFF'S FIRST AMENDED COMPLAINT, SIGNED BY JUDGE AYOOB ON 01/27/16 FILED.</b>
02/19/2016 Conversion Minute ▼  Comment <b>LAG: LEAVE TO AMEND GRANTED. SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT GRANTED 20 DAYS LEAVE TO AMEND</b>
02/26/2016 Conversion Action ▼  (U) 2ND AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT FILED (AMENDED COMPLAINT)  Comment <b>ACS: (U) 2ND AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT FILED (AMENDED COMPLAINT)</b>
03/16/2016 Conversion Hearing ▼  Comment <b>CASE MANAGEMENT CONFERENCE</b>
03/16/2016 Conversion Minute ▼  Comment <b>PNCMC: PRINT CASE MANAGEMENT CONFERENCE NOTICE.</b>
03/16/2016 Conversion Minute ▼  Comment <b>*NOT: NOTICES PRINTED FOR BASIL P FTHENAKIS ON 11/24/15</b>
03/16/2016 Conversion Minute ▼  Comment <b>*NOT: NOTICES PRINTED FOR PC14 /JES ON 11/24/15</b>
03/16/2016 Conversion Minute ▼  Comment <b>HC: HEARING CONTINUED TO 05/06/16 AT 09:00 IN DEPARTMENT 21.</b>
03/16/2016 Case Management Conference ▼  Original Type <b>Case Management Conference</b>  Hearing Time <b>9:00 AM</b>  Result <b>Conversion Continuance</b>



Comment Dept: 21 CASE MANAGEMENT CONFERENCE
03/24/2016 First Paper Fee Paid ▼  Comment FFP4: MOTION FEE PAID BY FACEBOOK, INC, A DELAWARE CORPORATION.
03/24/2016 Conversion Minute ▼  Comment *FEE: 160324-0263-CK 037/ 20.00 PAYMT
03/24/2016 Conversion Minute ▼  Comment *REFNM: 160324-0263-CK REFERENCE NUMBER 22585
03/28/2016 Conversion Action ▼  STIPULATION AND ORDER TO EXTEND TIME TO RESPOND TO 2ND AMND CMPL SIGNED BY JOHN G. SCHWARTZ ON 03/2  Comment SO2: STIPULATION AND ORDER TO EXTEND TIME TO RESPOND TO 2ND AMND CMPL SIGNED BY JOHN G. SCHWARTZ ON 03/25/16.
03/28/2016 Conversion Minute ▼  Comment LINE: =====
03/28/2016 Conversion Minute ▼  Comment COM: DEFT SHALL HAVE UP TO AND INCLUDING APRIL 8, 2016 TO FILE AND SERVE ITS RESP TO 2ND AM.
03/28/2016 Conversion Minute ▼  Comment LINE: =====
04/08/2016 First Paper Fee Paid ▼  Comment FFP4: MOTION FEE PAID BY FACEBOOK, INC, A DELAWARE CORPORATION.
04/08/2016 Conversion Minute ▼  Comment *FEE: 160408-0810-CK 036/ 60.00 210/ 30.00 PAYMT
04/08/2016 Conversion Minute ▼  Comment *REFNM: 160408-0810-CK REFERENCE NUMBER 23717
04/08/2016 Conversion Action ▼  (S) DEMURRER TO 2ND AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT FILED BY FACEB  Comment DEM: (S) DEMURRER TO 2ND AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT FILED BY FACEBOOK, INC, A DELAWARE CORPORATION REPRESENTED BY JULIE E SCHWARTZ
04/08/2016 Request for Judicial Notice ▼  REQUEST FOR JUDICIAL NOTICE OF IN SUPPORT OF DEMURRER TO PLTFF'S SECOND AMENDED COMPLAINT FILED BY  Comment RJN: REQUEST FOR JUDICIAL NOTICE OF IN SUPPORT OF DEMURRER TO PLTFF'S SECOND AMENDED COMPLAINT FILED BY FACEBOOK, INC, A DELAWARE CORPORATION.
04/08/2016 Declaration ▼  DECLARATION OF JEREMY E. JORDAN IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE FILED BY FACEBOOK, INC, A  Comment DECL: DECLARATION OF JEREMY E. JORDAN IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE FILED BY FACEBOOK, INC, A DELAWARE CORPORATION
04/08/2016 Declaration ▼



DECLARATION OF JULIE E. SCHWARTZ IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE AND, ETC. FILED BY FACEB
Comment DECL: DECLARATION OF JULIE E. SCHWARTZ IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE AND, ETC. FILED BY FACEBOOK, INC, A DELAWARE CORPORATION
04/08/2016 Proof of Service ▼
PROOF OF SERVICE OF FACEBOOK, INC.'S NOTICE OF HEARING, ETC. SERVED ON SEE LIST BY FEDERAL EXPRESS
Comment POSI: PROOF OF SERVICE OF FACEBOOK, INC.'S NOTICE OF HEARING, ETC. SERVED ON SEE LIST BY FEDERAL EXPRESS WITH A SERVICE DATE OF 04/08/16.
04/19/2016 First Paper Fee Paid ▼
Comment FFP4: MOTION FEE PAID BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT.
04/19/2016 Conversion Minute ▼
Comment *FEE: 160419-0560-CK 037/ 20.00 PAYMT
04/19/2016 Conversion Minute ▼
Comment *REFNM: 160419-0560-CK REFERENCE NUMBER 24042
04/19/2016 Conversion Action ▼
Comment COMM: STIP AND PROPOSED ORDER TO RESCHEDULE HEARING ON DEMURRER - FWD TO DEPT. 27.
04/25/2016 Conversion Action ▼
STIPULATION AND ORDER TO RESCHEDULE HEARING ON DEMURRER TO SAC SIGNED BY DONALD J. AYOOB ON 04/21/16
Comment SO2: STIPULATION AND ORDER TO RESCHEDULE HEARING ON DEMURRER TO SAC SIGNED BY DONALD J. AYOOB ON 04/21/16.
04/28/2016 Conversion Action ▼
Comment COMM: FAXED REQUEST TO CONTINUE THE 5/6/16 CMC RECEIVED.
05/05/2016 Conversion Action ▼
OBJECTION TO REQUEST FOR JUDICIAL NOTICE FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT
Comment OBJ: OBJECTION TO REQUEST FOR JUDICIAL NOTICE FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT
05/05/2016 Memorandum of Points & Authorities Filed ▼
MEMORANDUM OF POINTS AND AUTHORITIES FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT IN OPPOSI
Comment MPA: MEMORANDUM OF POINTS AND AUTHORITIES FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT IN OPPOSITION TO DEMURRER TO SECOND AMENDED COMPLAINT
05/06/2016 Conversion Hearing ▼
Comment CASE MANAGEMENT CONFERENCE
05/06/2016 Conversion Minute ▼
Comment PNCMC: PRINT CASE MANAGEMENT CONFERENCE NOTICE.
05/06/2016 Conversion Minute ▼
Comment *NOT: NOTICES PRINTED FOR BASIL P FTHENAKIS ON 3/07/16
05/06/2016 Conversion Minute ▼
Comment *NOT: NOTICES PRINTED FOR PC14 /JES ON 3/07/16



05/06/2016 Conversion Minute ▼
Comment HC: HEARING CONTINUED TO 07/01/16 AT 09:00 IN DEPARTMENT 21.
05/06/2016 Conversion Hearing ▼
Judicial Officer <b>Ayoob, Donald J</b>
Comment HEARING: DEMURRER TO 2ND AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT BY FACEBOOK, INC, A DELAWARE CORPORATION
05/06/2016 Conversion Minute ▼
Judicial Officer <b>Ayoob, Donald J</b>
Comment JCR: HONORABLE DONALD J. AYOOB, JUDGE PRESIDING. CLERK: ALMA DE LA ROSA. COURT REPORTER: JOCELYNE FOKHOURI.
05/06/2016 Conversion Minute ▼
Comment NAP: NO APPEARANCE IS MADE BY ANY PARTIES HEREIN OR THEIR COUNSEL OF RECORD.
05/06/2016 Conversion Minute ▼
Comment FFT: PURSUANT TO STIPULATION OF THE PARTIES AND PRIOR ORDER OF THE COURT, THIS MATTER IS CONTINUED TO
05/06/2016 Conversion Minute ▼
Comment FFT: MAY 18, 2016.
05/06/2016 Conversion Minute ▼
Comment HC: HEARING CONTINUED TO 05/18/16 AT 09:00 IN DEPARTMENT LM.
05/06/2016 Conversion Minute ▼
Comment MICMS: ENTERED BY ALMA DE LA ROSA ON 05/06/16.
05/06/2016 Conversion Minute ▼
Comment PMO: MINUTE ORDER PRINTED.
05/06/2016 Conversion Minute ▼
Comment LINE: =====
05/06/2016 Case Management Conference ▼
Original Type <b>Case Management Conference</b>
Hearing Time <b>9:00 AM</b>
Result <b>Conversion Continuance</b>
Comment Dept: 21 CASE MANAGEMENT CONFERENCE
05/06/2016 Hearing on Demurrer ▼
Original Type <b>Hearing on Demurrer</b>
Judicial Officer <b>Ayoob, Donald J</b>
Hearing Time <b>9:00 AM</b>



Result  
Conversion Continuance

Comment

Dept: LM HEARING: DEMURRER TO 2ND AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT BY FACEBOOK, INC, A DELAWARE CORPORATION

05/11/2016 Response ▼

FACEBOOK, INC, A DELAWARE CORPORATION'S RESPONSE TO PLTFF'S OBJECTIONS TO REQUEST FOR JUDICIAL NOTI

Comment

RESP: FACEBOOK, INC, A DELAWARE CORPORATION'S RESPONSE TO PLTFF'S OBJECTIONS TO REQUEST FOR JUDICIAL NOTICE FILED.

05/11/2016 Document ▼

DEFT FACEBOOK'S REPLY IN SUPPORT OF DEMURRER TO SECOND AMENDED COMPLAINT, FILED.

Comment

FILED: DEFT FACEBOOK'S REPLY IN SUPPORT OF DEMURRER TO SECOND AMENDED COMPLAINT, FILED.

05/11/2016 Proof of Service ▼

PROOF OF SERVICE OF SEE DOCUMENT LIST SERVED ON SEE SERVICE LIST BY FEDERAL EXPRESS WITH A SERVICE

Comment

POSI: PROOF OF SERVICE OF SEE DOCUMENT LIST SERVED ON SEE SERVICE LIST BY FEDERAL EXPRESS WITH A SERVICE DATE OF 05/11/16.

05/18/2016 Conversion Hearing ▼

Judicial Officer

Ayoob, Donald J

Comment

HEARING: DEMURRER TO 2ND AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT BY FACEBOOK, INC, A DELAWARE CORPORATION

05/18/2016 Conversion Minute ▼

Judicial Officer

Ayoob, Donald J

Comment

JCR: HONORABLE DONALD J. AYOOB, JUDGE PRESIDING. CLERK: ALMA DE LA ROSA. COURT REPORTER: ROSARIO AYON.

05/18/2016 Conversion Minute ▼

Comment

NAP: NO APPEARANCE IS MADE BY ANY PARTIES HEREIN OR THEIR COUNSEL OF RECORD.

05/18/2016 Conversion Minute ▼

Comment

FFT: ON THE COURT'S OWN MOTION, THE DEMURRER BY FACEBOOK, INC. TO THE PLAINTIFF'S SECOND AMENDED

05/18/2016 Conversion Minute ▼

Comment

FFT: COMPLAINT IS CONTINUED TO JUNE 15, 2016 AT 9 AM TO BE HEARD IN DEPARTMENT 27, THE HON. DONALD

05/18/2016 Conversion Minute ▼

Comment

FFT: AYOOB PRESIDING

05/18/2016 Conversion Minute ▼

Comment

HC: HEARING CONTINUED TO 06/15/16 AT 09:00 IN DEPARTMENT LM.

05/18/2016 Conversion Minute ▼

Comment

MICMS: ENTERED BY ALMA DE LA ROSA ON 05/18/16.

05/18/2016 Conversion Minute ▼

Comment

LINE: =====

05/18/2016 Conversion Minute ▼



Comment PMO: MINUTE ORDER PRINTED.
05/18/2016 Conversion Hearing ▼  Comment HEARING: DEMURRER TO 2ND AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT BY FACEBOOK, INC, A DELAWARE CORPORATION
05/18/2016 Conversion Minute ▼  Comment COM: SEE PREVIOUS SCREEN FOR FULL AND COMPLETE MINUTES..
05/18/2016 Conversion Minute ▼  Comment HCOM: HEARING COMPLETED.
05/18/2016 Conversion Minute ▼  Comment MICMS: ENTERED BY ALMA DE LA ROSA ON 05/18/16.
05/18/2016 Hearing on Demurrer ▼  Original Type Hearing on Demurrer  Judicial Officer Ayooob, Donald J  Hearing Time 9:00 AM  Result Conversion Continuance  Comment Dept: LM HEARING: DEMURRER TO 2ND AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT BY FACEBOOK, INC, A DELAWARE CORPORATION
05/18/2016 Hearing on Demurrer ▼  Original Type Hearing on Demurrer  Hearing Time 9:00 AM  Result Held  Comment Dept: LM HEARING: DEMURRER TO 2ND AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT BY FACEBOOK, INC, A DELAWARE CORPORATION
06/14/2016 Notice ▼  NOTICE WITHDRAWAL AND DISCHARGE AS ATTORNEY OF RECORD FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LI  Comment N2: NOTICE WITHDRAWAL AND DISCHARGE AS ATTORNEY OF RECORD FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT.
06/14/2016 Conversion Action ▼  Comment UA: ATTORNEY RECORD UPDATED TO SHOW BASIL P FTHENAKIS ATTORNEY FOR SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT UPDATED/CORRECTED TO BASIL P FTHENAKIS.
06/15/2016 Conversion Hearing ▼  Comment HEARING: DEMURRER TO 2ND AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT BY FACEBOOK, INC, A DELAWARE CORPORATION
06/15/2016 Hearing on Demurrer ▼  Hearing Time 9:00 AM  Result Held  Comment Dept: LM HEARING: DEMURRER TO 2ND AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT BY FACEBOOK, INC, A DELAWARE CORPORATION  Parties Present ▲



<b>Plaintiff</b> <b>Attorney: FTHENAKIS, BASIL P</b> <b>Defendant</b> <b>Attorney: SCHWARTZ, JULIE E</b>
06/17/2016 Case Management Statement ▼ Case Management Statement
06/20/2016 Case Management Statement ▼ Case Management Statement
06/23/2016 Order After Hearing ▼ Comment FOR 06/15/16 RECEIVED VIA FAX ON 06/22/16 (NOT ORIGINAL) - FORWARDED TO DEPT. 27
06/30/2016 Order ▼ Order ON DEMURRER TO PLAINTIFF'S SECOND AMENDED COMPLAINT Comment ON DEMURRER TO PLAINTIFF'S SECOND AMENDED COMPLAINT
07/01/2016 Conversion Hearing ▼ Comment CASE MANAGEMENT CONFERENCE
07/01/2016 Conversion Minute ▼ Comment PNCMC: PRINT CASE MANAGEMENT CONFERENCE NOTICE.
07/01/2016 Conversion Minute ▼ Comment *NOT: NOTICES PRINTED FOR BASIL P FTHENAKIS ON 4/28/16
07/01/2016 Conversion Minute ▼ Comment *NOT: NOTICES PRINTED FOR PC14 /JES ON 4/28/16
07/01/2016 Notice of Mandatory Settlement Conference and Jury Trial
07/01/2016 Case Management Conference ▼ Judicial Officer Case Management Conferences, - Hearing Time 9:00 AM Result Held Comment Dept: 21 CASE MANAGEMENT CONFERENCE Parties Present ▲ Plaintiff Attorney: FTHENAKIS, BASIL P
07/05/2016 Answer / Response / Denial - Unlimited ▼ Answer / Response / Denial - Unlimited
07/05/2016 Notice ▼ Notice OF RULING Comment OF RULING
07/22/2016 Notice of Mandatory Settlement Conference and Jury Trial



08/10/2016 Application to Appear as Counsel Pro Hac Vice ▼
Application to Appear as Counsel Pro Hac Vice OF JAMES E. KRUZER, ESQ.
Comment OF JAMES E. KRUZER, ESQ.
08/10/2016 Court Reporter service less than one hour
08/10/2016 Notice of Hearing ▼
Notice of Hearing RE: APPLICATION OF JAMES E. KRUZER, ESQ. FOR ADMISSION PRO HAC VICE
Comment RE: APPLICATION OF JAMES E. KRUZER, ESQ. FOR ADMISSION PRO HAC VICE
08/10/2016 Memorandum of Points & Authorities Filed ▼
Memorandum of Points & Authorities Filed IN SUPPORT OF APPLICATION OF JAMES E. KRUZER, ESQ. FOR ADMISSION PRO HAC VICE
Comment IN SUPPORT OF APPLICATION OF JAMES E. KRUZER, ESQ. FOR ADMISSION PRO HAC VICE
08/10/2016 Declaration ▼
Declaration OF BASIL P. FTHENAKIS RE; SERVICE ON THE STATE BAR OF CALIFORNIA AND PAYMENT OF REQUIRED FEE
Comment OF BASIL P. FTHENAKIS RE; SERVICE ON THE STATE BAR OF CALIFORNIA AND PAYMENT OF REQUIRED FEE
08/10/2016 Proposed Order Received ▼
Proposed Order Received RE: ORDER GRANTING APPLICATION OF JAMES E. KRUZER, ESQ. FOR ADMISSION PRO HAC VICE
Comment RE: ORDER GRANTING APPLICATION OF JAMES E. KRUZER, ESQ. FOR ADMISSION PRO HAC VICE
08/11/2016 Motion ▼
Motion FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS, ETC
Comment FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS, ETC
08/11/2016 Court Reporter service less than one hour
08/11/2016 Memorandum of Points & Authorities Filed ▼
Memorandum of Points & Authorities Filed IN SUPPORT OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES
Comment IN SUPPORT OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES, ETC
08/11/2016 Separate Statement ▼
Separate Statement OF DEMANDS IN DISPUTE IN SUPPORT OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES
Comment OF DEMANDS IN DISPUTE IN SUPPORT OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES, ETC
08/11/2016 Declaration ▼
Declaration OF DAVID GODKIN IN SUPPORT OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES, ETC
Comment OF DAVID GODKIN IN SUPPORT OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES, ETC
08/12/2016 Stipulation and Order received and forwarded to Dept ▼
Comment 21, ADR
08/17/2016 Stipulation and Order to ADR ▼
Stipulation and Order to ADR
Judicial Officer Foiles, Robert D
08/25/2016 Opposition filed ▼



Opposition filed TO PLTFF'S MOTION TO COMPEL FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS
Comment TO PLTFF'S MOTION TO COMPEL FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS, COMPELLING PRODUCTION OF DOCUMENTS, AND FOR SANCTIONS
08/25/2016 Declaration ▼
Declaration OF JULIE W. SCHWARTZ ISO FACEBOOK'S OPPOSITION TO PLTFF'S MOTION TO COMPEL, ETC. Comment OF JULIE W. SCHWARTZ ISO FACEBOOK'S OPPOSITION TO PLTFF'S MOTION TO COMPEL, ETC.
08/25/2016 Separate Statement ▼
Separate Statement FACEBOOK'S RESPONSE SEPARATE STATEMENT ISO OPPOSITION TO PLTFF'S MOTION TO COMPEL Comment FACEBOOK'S RESPONSE SEPARATE STATEMENT ISO OPPOSITION TO PLTFF'S MOTION TO COMPEL, ETC.
08/25/2016 Proof of Service by ▼
Proof of Service by FEDERAL EXPRESS served on SEE SERVICE LIST with a service date of 08/25/16 Comment FEDERAL EXPRESS served on SEE SERVICE LIST with a service date of 08/25/16
08/30/2016 Reply ▼
Reply IN SUPPORT OF NOTICE OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND FOR INSPECTION Comment IN SUPPORT OF NOTICE OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS, COMPELLING PRODUCTION OF DOCUMENTS, AND FOR SANCTIONS
09/02/2016 Application to Appear as Counsel Pro Hac Vice ▼
CIV Minute Order Judicial Officer <b>Karesh, Jonathan E</b> Hearing Time <b>9:00 AM</b> Result <b>Held</b>
09/08/2016 Motion hearings ▼
CIV Minute Order Judicial Officer <b>Karesh, Jonathan E</b> Hearing Time <b>9:00 AM</b> Result <b>Held</b> Comment FOR ORDER COMPELLING FURTHER RESPONSES, ETC Parties Present ▲ Plaintiff Attorney: FTHENAKIS, BASIL P Defendant Attorney: SCHWARTZ, JULIE E
09/14/2016 Order received ▼
Comment AND FWD TO DEPT 20
09/15/2016 Motion ▼
Motion FOR PROTECTIVE ORDER Comment FOR PROTECTIVE ORDER
09/15/2016 Court Reporter service less than one hour



09/15/2016 Memorandum of Points & Authorities Filed ▼
Memorandum of Points & Authorities Filed IN SUPPORT OF MOTION FOR PROTECTIVE ORDER
Comment IN SUPPORT OF MOTION FOR PROTECTIVE ORDER
09/15/2016 Declaration ▼
Declaration OF DAVID S. GODKIN ISO OF MOTION FOR PROTECTIVE ORDER
Comment OF DAVID S. GODKIN ISO OF MOTION FOR PROTECTIVE ORDER
09/19/2016 Document ▼
Document LETTER TO JUDGE KARESH IN REGARDS TO PROPOSED ORDER ON MOTION FOR ORDER COMPELLING FURTHER
Comment LETTER TO JUDGE KARESH IN REGARDS TO PROPOSED ORDER ON MOTION FOR ORDER COMPELLING FURTHER RESPONSES, ETC.
09/19/2016 Order ▼
Order ON MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS, ETC. S
Comment ON MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS, ETC. SIGNED BY JUDGE KARESH ON 09/15/16
09/22/2016 Stipulation and Order received and forwarded to Dept ▼
Comment 20; RE CONTINUING HEARING ON MOTION FOR PROTECTIVE ORDER ON 10/06/16
09/22/2016 Motion ▼
Motion FOR PROTECTIVE ORDER
Comment FOR PROTECTIVE ORDER
09/22/2016 Court Reporter service less than one hour
09/22/2016 Declaration ▼
Declaration OF JULIE E. SCHWARTZ ISO FACEBOOK'S MOTION FOR PROTECTIVE ORDER
Comment OF JULIE E. SCHWARTZ ISO FACEBOOK'S MOTION FOR PROTECTIVE ORDER
09/22/2016 Proof of Service by ▼
Proof of Service by FEDERAL EXPRESS served on SEE SERVICE LIST with a service date of 09/22/16
Comment FEDERAL EXPRESS served on SEE SERVICE LIST with a service date of 09/22/16
09/27/2016 Stipulation & Order ▼
Stipulation & Order CONTINUING HEARING ON SIX4THREE, LLC'S MOTION FOR PROTECTIVE ORDER signed by JUD
Comment CONTINUING HEARING ON SIX4THREE, LLC'S MOTION FOR PROTECTIVE ORDER signed by JUDGE KARESH 9/23/16
09/29/2016 Opposition filed ▼
Opposition filed TO PLTFF'S MOTION FOR PROTECTIVE ORDER
Comment TO PLTFF'S MOTION FOR PROTECTIVE ORDER
09/29/2016 Declaration ▼
Declaration OF JULIE E. SCHWARTZ IN SUPPORT OF FACEBOOK'S OPPOSITION TO PLTFF'S MOTION FOR PROTECTIV
Comment OF JULIE E. SCHWARTZ IN SUPPORT OF FACEBOOK'S OPPOSITION TO PLTFF'S MOTION FOR PROTECTIVE ORDER
09/29/2016 Proof of Service by ▼
Proof of Service by FEDERAL EXPRESS served on SEE SERVICE LIST with a service date of 09/29/16



Comment  
FEDERAL EXPRESS served on SEE SERVICE LIST with a service date of 09/29/16

10/05/2016 Reply ▼

Reply TO DEFENDANT FACEBOOK INC'S OPPOSITION TO PLAINTIFF'S MOTION FOR PROTECTIVE ORDER

Comment  
TO DEFENDANT FACEBOOK INC'S OPPOSITION TO PLAINTIFF'S MOTION FOR PROTECTIVE ORDER

10/05/2016 Reply ▼

Reply IN SUPPORT OF MOTION FOR PROTECTIVE ORDER

Comment  
IN SUPPORT OF MOTION FOR PROTECTIVE ORDER

10/13/2016 Motion hearings ▼

CIV Minute Order

Judicial Officer  
Karesh, Jonathan E

Hearing Time  
9:00 AM

Result  
Held

Comment  
FOR PROTECTIVE ORDER

Parties Present ▲  
Plaintiff

Attorney: FTHENAKIS, BASIL P

Defendant

Attorney: SCHWARTZ, JULIE E

10/13/2016 Motion hearings ▼

CIV Minute Order

Judicial Officer  
Karesh, Jonathan E

Hearing Time  
9:00 AM

Result  
Held

Comment  
FOR PROTECTIVE ORDER

Parties Present ▲  
Plaintiff

Attorney: FTHENAKIS, BASIL P

Defendant

Attorney: SCHWARTZ, JULIE E

10/24/2016 Notice ▼

Notice OF APPEARANCE ON BEHALF OF FACEBOOK

Comment  
OF APPEARANCE ON BEHALF OF FACEBOOK

10/25/2016 ADR Evaluation Notice Sent

10/25/2016 Order After Hearing ▼

Order After Hearing signed by Judge Karesh 10/24/16 SIX4THREE'S MOTION FOR PROTECTIVE ORDER AND FAC

Comment  
signed by Judge Karesh 10/24/16 SIX4THREE'S MOTION FOR PROTECTIVE ORDER AND FACEBOOK'S MOTION FOR PROTECTIVE ORDER

10/25/2016 Order ▼

Order STIPULATED PROTECTIVE ORDER signed by Judge Karesh 10/24/16

Comment  
STIPULATED PROTECTIVE ORDER signed by Judge Karesh 10/24/16



10/28/2016 Ex Parte Fee Paid
10/28/2016 Ex Parte ▼  Ex Parte Filed APPLICATION TO CONTINUE OCTOBER 31 DOCUMENT PRODUCTION DEADLINE AND REMAINING CASE DE  Comment APPLICATION TO CONTINUE OCTOBER 31 DOCUMENT PRODUCTION DEADLINE AND REMAINING CASE DEADLINES INCLUDING TRIAL DATE; ETC
10/28/2016 Opposition filed ▼  Opposition filed TO DEFENDANT FACEBOOK INC'S EX PARTE APPLICATION  Comment TO DEFENDANT FACEBOOK INC'S EX PARTE APPLICATION
10/28/2016 Order ▼  Order GRANTING DEFT FACEBOOK INC'S EX PARTE APPLICATION TO CONTINUE OCTOBER 31 DOCUMENTS PRODUCTION  Comment GRANTING DEFT FACEBOOK INC'S EX PARTE APPLICATION TO CONTINUE OCTOBER 31 DOCUMENTS PRODUCTION DEADLINE AND REMAINING CASE DEADLINES INCLUDING TRIAL DATE SIGNED BY JUDGE KARESH ON 10/28/16.
10/28/2016 Order ▼  Order GRANTING DEFT FACEBOOK INC'S EX PARTE APPLICATION TO CONTINUE TRIAL SIGNED BY JUDGE GRANDSAERT  Comment GRANTING DEFT FACEBOOK INC'S EX PARTE APPLICATION TO CONTINUE TRIAL SIGNED BY JUDGE GRANDSAERT ON 10/28/16. (COPY OF ORDER FORWARDED TO MASTER CALENDAR)
10/31/2016 Notice of Mandatory Settlement Conference and Jury Trial ▼  Notice of Mandatory Settlement Conference and Jury Trial
10/31/2016 Motion ▼  Motion FOR A PROTECTIVE ORDER  Comment FOR A PROTECTIVE ORDER
10/31/2016 Court Reporter service less than one hour
10/31/2016 Separate Statement ▼  Separate Statement IN SUPPORT OF DEFT FACEBOOK, INC'S MOTION FOR PROTECTIVE ORDER  Comment IN SUPPORT OF DEFT FACEBOOK, INC'S MOTION FOR PROTECTIVE ORDER
11/01/2016 Notice ▼  Notice OF APPEARANCE OF CATHERINE KIM ON BEHLAF OF FACEBOOK  Comment OF APPEARANCE OF CATHERINE KIM ON BEHLAF OF FACEBOOK
11/03/2016 Motion ▼  Motion FOR ORDER TO COMPEL FURTHER RESPONSES TO PLAINTIFF'S SPECIAL INTERROGATORIES  Comment FOR ORDER TO COMPEL FURTHER RESPONSES TO PLAINTIFF'S SPECIAL INTERROGATORIES
11/03/2016 Court Reporter service less than one hour
11/03/2016 Memorandum of Points & Authorities Filed ▼  Memorandum of Points & Authorities Filed IN SUPPORT OF MOTION TO COMPEL FURTHER RESPONSES TO PLAINTI  Comment IN SUPPORT OF MOTION TO COMPEL FURTHER RESPONSES TO PLAINTIFF'S SPECIAL INTERROGATORIES
11/03/2016 Separate Statement ▼  Separate Statement OF ANSWERS TO PLAINTIFF'S SPECIALLY PREPARED INTERROGATORIES IN DISPUTE  Comment OF ANSWERS TO PLAINTIFF'S SPECIALLY PREPARED INTERROGATORIES IN DISPUTE



11/03/2016 Declaration ▼
Declaration OF DAVID S. GODKIN IN SUPPORT OF MOTION TO COMPEL FURTHER RESPONSES TO PLAINTIFF'S SPECI
Comment OF DAVID S. GODKIN IN SUPPORT OF MOTION TO COMPEL FURTHER RESPONSES TO PLAINTIFF'S SPECIAL INTERROGATORIES
11/03/2016 Motion ▼
Motion FOR ORDER TO COMPEL FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS (SET TWO)
Comment FOR ORDER TO COMPEL FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS (SET TWO)
11/03/2016 Court Reporter service less than one hour
11/03/2016 Memorandum of Points & Authorities Filed ▼
Memorandum of Points & Authorities Filed IN SUPPORT OF MOTION FOR ORDER TO COMPEL FURTHER RESPONSES
Comment IN SUPPORT OF MOTION FOR ORDER TO COMPEL FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS (SET TWO)
11/03/2016 Separate Statement ▼
Separate Statement OF DEMANDS IN DISPUTE (SET TWO)
Comment OF DEMANDS IN DISPUTE (SET TWO)
11/03/2016 Declaration ▼
Declaration OF DAVID S. GODKIN IN SUPPORT OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND
Comment OF DAVID S. GODKIN IN SUPPORT OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS, ETC
11/08/2016 ADR Mediation Scheduled
11/17/2016 Motion ▼
Motion TO COMPEL
Comment TO COMPEL
11/17/2016 Court Reporter service less than one hour
11/17/2016 Notice ▼
Notice of LODGING OF DOCUMENTS WITH THE COURT CONDITIONALLY UNDER SEAL
Comment of LODGING OF DOCUMENTS WITH THE COURT CONDITIONALLY UNDER SEAL
11/17/2016 Separate Statement ▼
Separate Statement of Facts in SUPPORT OF ITS MOTION TO COMPEL
Comment of Facts in SUPPORT OF ITS MOTION TO COMPEL
11/17/2016 Declaration ▼
Declaration OF LAURA E MILLER IN SUPPORT OF DEFT FACEBOOK INC'S MOTION TO COMPEL
Comment OF LAURA E MILLER IN SUPPORT OF DEFT FACEBOOK INC'S MOTION TO COMPEL
11/17/2016 Memorandum of Points & Authorities Filed ▼
Memorandum of Points & Authorities Filed IN SUPPORT OF ITS MOTION TO COMPEL
Comment IN SUPPORT OF ITS MOTION TO COMPEL
11/18/2016 Proof of Service by MESSENGER SERVICE of ▼
Proof of Service by MESSENGER SERVICE of DEFT FACEBOOK, INC'S NOTICE OF MOT/MOT TO COMPEL; MEMO P&A;
Comment DEFT FACEBOOK, INC'S NOTICE OF MOT/MOT TO COMPEL; MEMO P&A; ETC



11/21/2016 Opposition filed ▼
<p>Opposition filed TO DEFT FACEBOOK INC MOTION FOR A PROTECTIVE ORDER; ETC</p> <p>Comment TO DEFT FACEBOOK INC MOTION FOR A PROTECTIVE ORDER; ETC</p>
11/22/2016 Opposition filed ▼
<p>Opposition filed TO PLAINTIFF'S MOTION TO COMPEL FURTHER RESPONSES TO SPECIALLY PREPARED INTERROGATO</p> <p>Comment TO PLAINTIFF'S MOTION TO COMPEL FURTHER RESPONSES TO SPECIALLY PREPARED INTERROGATORIES SET ONE</p>
11/22/2016 Response ▼
<p>Response SEPARATE STATEMENT IN SUPPORT OF OPPOSITION TO PLTF'S MOTION TO COMPEL FURTHER RESPONSES TO</p> <p>Comment SEPARATE STATEMENT IN SUPPORT OF OPPOSITION TO PLTF'S MOTION TO COMPEL FURTHER RESPONSES TO SPECIALLY PREPARED INTERROGATORIES SET ONE</p>
11/22/2016 Declaration ▼
<p>Declaration OF CATHERINE Y KIM IN SUPPORT OF FACEBOOK, INC'S OPPOSITION TO PLTF'S MOTION TO COMPEL F</p> <p>Comment OF CATHERINE Y KIM IN SUPPORT OF FACEBOOK, INC'S OPPOSITION TO PLTF'S MOTION TO COMPEL FURTHER RESPONSES TO SPECIALLY PREPARED INTERROGATORIES SET ONE</p>
11/22/2016 Proof of Service by MAIL of ▼
<p>Proof of Service by MAIL of FACEBOOK, INC.'S OPPOSITION TO PLTF'S MOTION TO COMPEL FURTHER RESPONSES</p> <p>Comment FACEBOOK, INC.'S OPPOSITION TO PLTF'S MOTION TO COMPEL FURTHER RESPONSES TO SPECIALLY PREPARED INTERROGATORIES (SET ONE); RESPONSE; ETC</p>
11/22/2016 Opposition filed ▼
<p>Opposition filed TO DEFT FACEBOOK INC'S MOTION FOR A PROTECTIVE ORDER LIMITING PRODUCTION RESPONSIVE</p> <p>Comment TO DEFT FACEBOOK INC'S MOTION FOR A PROTECTIVE ORDER LIMITING PRODUCTION RESPONSIVE TO DOCUMENT REQUEST NOS. 5,25, AND 26</p>
11/23/2016 Opposition filed ▼
<p>Opposition filed FACEBOOK, INC.'S OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL FURTHER RESPONSES TO DE</p> <p>Comment FACEBOOK, INC.'S OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL FURTHER RESPONSES TO DEMAND FOR INSPECTION O OF DOCUMENTS (SET TWO)</p>
11/23/2016 Response ▼
<p>Response FACEBOOK, INC.'S RESPONSE SEPARATE STATEMENT IN SUPPORT OF OPPOSITION TO PLTF'S MOTION TO C</p> <p>Comment FACEBOOK, INC.'S RESPONSE SEPARATE STATEMENT IN SUPPORT OF OPPOSITION TO PLTF'S MOTION TO COMPEL FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS (SET TWO)</p>
11/23/2016 Declaration ▼
<p>Declaration of CATHERINE Y KIM IN SUPPORT OF FACEBOOK, INC.'S OPPOSITION TO PLTF'S MOTION TO COMPEL</p> <p>Comment of CATHERINE Y KIM IN SUPPORT OF FACEBOOK, INC.'S OPPOSITION TO PLTF'S MOTION TO COMPEL FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS (SET TWO)</p>
11/23/2016 Proof of Service by MAIL of ▼
<p>Proof of Service by MAIL of FACEBOOK, INC.'S OPPOSITION TO PLTF'S MOTION TO COMPEL FURTHER RESPONSES</p> <p>Comment FACEBOOK, INC.'S OPPOSITION TO PLTF'S MOTION TO COMPEL FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS (SET TWO); ETC</p>
11/28/2016 Reply ▼
<p>Reply DEFENDANT FACEBOOK, INC.'S REPLY MEMORANDUM IN SUPPORT OF ITS MOTION FOR A PROTECTIVE ORDER LI</p> <p>Comment DEFENDANT FACEBOOK, INC.'S REPLY MEMORANDUM IN SUPPORT OF ITS MOTION FOR A PROTECTIVE ORDER LIMITING PRODUCTION RESPONSIVE TO DOCUMENT REQUEST</p>



11/28/2016 Declaration ▼
Declaration of LAURA E MILLER IN SUPPORT OF FACEBOOK, INC.'S REPLY MEMORANDUM IN SUPPORT OF ITS MOTI
Comment of LAURA E MILLER IN SUPPORT OF FACEBOOK, INC.'S REPLY MEMORANDUM IN SUPPORT OF ITS MOTION FOR A PROTECTIVE ORDER LIMITING PRODUCTION RESPONSIVE TO DOCUMENT REQUEST
11/30/2016 Reply ▼
Reply IN SUPPORT OF NOTICE OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO SPECIALLY PREPARED IN
Comment IN SUPPORT OF NOTICE OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO SPECIALLY PREPARED INTERROGATORIES (SET ONE)
12/01/2016 Reply ▼
Reply BY PLAINTIFF IN SUPPORT OF NOTICE OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND F
Comment BY PLAINTIFF IN SUPPORT OF NOTICE OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS (SET TWO);ETC
12/02/2016 Ex Parte Fee Paid
12/02/2016 Ex Parte ▼
Ex Parte Filed PLTF SEX4THREE'S EX PARTE APPLICATION
Comment PLTF SEX4THREE'S EX PARTE APPLICATION
12/02/2016 Memorandum of Points & Authorities Filed ▼
Memorandum of Points & Authorities Filed IN SUPPORT OF PLTF'S EX PARTE APPLICATION
Comment IN SUPPORT OF PLTF'S EX PARTE APPLICATION
12/02/2016 Declaration ▼
Declaration OF JAMES E KRUZER IN SUPPORT OF PLTF'S EX PARTE APPLICATION
Comment OF JAMES E KRUZER IN SUPPORT OF PLTF'S EX PARTE APPLICATION
12/02/2016 Order ▼
Order Signed by Judge Karesh DENYING PLAINTIFF'S EX PARTE APPLICATION TO CONTINUE DEFT FACEBOOK, INC
Comment Signed by Judge Karesh DENYING PLAINTIFF'S EX PARTE APPLICATION TO CONTINUE DEFT FACEBOOK, INC'S MOTION TO COMPEL
12/02/2016 Opposition filed ▼
Opposition filed DEFENDANT'S OPPOSITION TO PLAINTIFF'S EX PARTE MOTION
Comment DEFENDANT'S OPPOSITION TO PLAINTIFF'S EX PARTE MOTION
12/05/2016 Substitution of Attorney as to ▼
Substitution of Attorney as to Former Attorney: JULIE SCHWARTZ New Attorney: SONAL MEHTA
Comment Former Attorney: JULIE SCHWARTZ New Attorney: SONAL MEHTA
12/05/2016 Minutes corrected as follows: ▼
Comment GRAMMATICAL UPDATE OF TENTATIVE RULING PER JUDGE KARESH ON 12/12/16
12/05/2016 Motion hearings ▼
CIV Minute Order
Judicial Officer Karesh, Jonathan E
Hearing Time 9:00 AM



<div>Result</div> <div>Held</div> <div>Comment</div> <div>FOR A PROTECTIVE ORDER</div> <div>Parties Present ▲</div> <div>Defendant</div> <div>Attorney: MILLER, LAURA E.</div> <div>Attorney: MEHTA, SONAL N</div>
<div>12/07/2016 Opposition filed ▼</div> <div>Opposition filed TO DEFT FACEBOOK INC'S NOTICE OF MOTION TO COMPEL</div> <div>Comment</div> <div>TO DEFT FACEBOOK INC'S NOTICE OF MOTION TO COMPEL</div>
<div>12/07/2016 Motion to Compel Further ▼</div> <div>CIV Minute Order</div> <div>Judicial Officer</div> <div>Karesh, Jonathan E</div> <div>Hearing Time</div> <div>9:00 AM</div> <div>Result</div> <div>Held</div> <div>Comment</div> <div>RESPONSES TO PLAINTIFF'S SPECIAL INTERROGATORIES</div> <div>Parties Present ▲</div> <div>Defendant</div> <div>Attorney: MILLER, LAURA E.</div> <div>Attorney: MEHTA, SONAL N</div>
<div>12/08/2016 Order sent for signature to Department ▼</div> <div>Comment</div> <div>20 (LM) FOR SIGNATURE ON FACEBOOK INC'S ORD GRANTING IN PART/DENYING IN PART OF MOT FOR A PROTECTIVE ORDER;ETC</div>
<div>12/08/2016 Motion hearings ▼</div> <div>CIV Minute Order</div> <div>Judicial Officer</div> <div>Karesh, Jonathan E</div> <div>Hearing Time</div> <div>9:00 AM</div> <div>Result</div> <div>Held</div> <div>Comment</div> <div>FOR ORDER TO COMPEL FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS</div>
<div>12/09/2016 Reply ▼</div> <div>Reply MEMORANDUM OF POINTS AND AUTHORITIES OF DEFT FACEBOOK, INC'S IN SUPPORT OF ITS MOTION TO COMPE</div> <div>Comment</div> <div>MEMORANDUM OF POINTS AND AUTHORITIES OF DEFT FACEBOOK, INC'S IN SUPPORT OF ITS MOTION TO COMPEL</div>
<div>12/09/2016 Reply ▼</div> <div>Reply DECLARATION OF LAURA E MILLER IN SUPPORT OF DEFT FACEBOOK, INC'S MOTION TO COMPEL</div> <div>Comment</div> <div>DECLARATION OF LAURA E MILLER IN SUPPORT OF DEFT FACEBOOK, INC'S MOTION TO COMPEL</div>
<div>12/09/2016 Notice ▼</div> <div>Notice of LODGING OF DOCUMENTS WITH THE COURT CONDITIONALLY UNDER SEAL</div> <div>Comment</div> <div>of LODGING OF DOCUMENTS WITH THE COURT CONDITIONALLY UNDER SEAL</div>
<div>12/09/2016 Reply ▼</div> <div>Reply UNREDACTED VERSION OF DOCUMENT SOUGHT TO BE LODGED UNDER SEALED</div>



Comment UNREDACTED VERSION OF DOCUMENT SOUGHT TO BE LODGED UNDER SEALED
12/09/2016 Reply ▼  Reply UNREDACTED VERSION OF DOCUMENT SOUGHT TO BE LODGED UNDER SEALED  Comment UNREDACTED VERSION OF DOCUMENT SOUGHT TO BE LODGED UNDER SEALED
12/13/2016 Order After Hearing ▼  Order After Hearing Signed by Judge Karesh 12/12/16 GRANTING IN PART AND DENYING IN PART DEFT FACEBO  Comment Signed by Judge Karesh 12/12/16 GRANTING IN PART AND DENYING IN PART DEFT FACEBOOK, INC'S MOTION FOR A PROTECTIVE ORDER LIMITING PRODUCTION RESPONSIVE TO DOCUMENT REQUEST
12/15/2016 Motion to Compel ▼  CIV Minute Order  Judicial Officer Karesh, Jonathan E  Hearing Time 9:00 AM  Result Held
01/04/2017 Stipulation and Order received and forwarded to Dept ▼  Comment 20 (TO EXTEND TIME TO RESPOND)
01/10/2017 Stipulation & Order ▼  Stipulation & Order Signed by: Judge DuBois on: 01/09/17 to ENTEND TIME TO RESPOND  Comment Signed by: Judge DuBois on: 01/09/17 to ENTEND TIME TO RESPOND
01/12/2017 Stipulation ▼  Stipulation FOR ELECTRONIC SERVICE OF DOCUMENTS AND NOTICE  Comment FOR ELECTRONIC SERVICE OF DOCUMENTS AND NOTICE
01/18/2017 Order sent for signature to Department ▼  Comment 16 (LM) RE STIP TO EXTEND TIME TO RESPOND
01/19/2017 Stipulation & Order ▼  Stipulation & Order Signed by: JUDGE DUBOIS on: 01/18/17 TO EXTEND TIME TO RESPOND  Comment Signed by: JUDGE DUBOIS on: 01/18/17 TO EXTEND TIME TO RESPOND
01/20/2017 Document ▼  Document DEFENDANT FACEBOOK, INC.'S DISCOVERY SUBMISSION  Comment DEFENDANT FACEBOOK, INC.'S DISCOVERY SUBMISSION
01/20/2017 Declaration in Support ▼  Declaration in Support OF DEFENDANT FACEBOOK,INC.'S DISCOVERY SUBMISSION  Comment OF DEFENDANT FACEBOOK,INC.'S DISCOVERY SUBMISSION
01/20/2017 Document ▼  Document DISCOVERY PROPOSAL PURSUANT TO COURT'S DECEMBER 13, 2016 ORDER (REDACTED PUBLIC VERSION)  Comment DISCOVERY PROPOSAL PURSUANT TO COURT'S DECEMBER 13, 2016 ORDER (REDACTED PUBLIC VERSION)



01/20/2017 Declaration in Support ▼

Declaration in Support OF 643'S DISCOVERY PROPOSAL PURSUANT TO COURT'S ORDER, AND FOR SANCTIONS

Comment

OF 643'S DISCOVERY PROPOSAL PURSUANT TO COURT'S ORDER, AND FOR SANCTIONS

01/20/2017 Notice ▼

Notice OF LODGING DOCUMENTS WITH THE COURT CONDITIONALLY UNDER SEAL PURSUANT TO C.R.C. 2.551(B)(3)

Comment

OF LODGING DOCUMENTS WITH THE COURT CONDITIONALLY UNDER SEAL PURSUANT TO C.R.C. 2.551(B)(3)

01/20/2017 Documents Lodged Conditionally Under Seal ▼

Comment

Document(s): 643'S DISCOVERY PROPOSAL PURSUANT TO COURT'S DECEMBER 13, 2016 ORDER

01/20/2017 Documents Lodged Conditionally Under Seal ▼

Comment

DECLARATION OF JAMES E. KRUZER IN SUPPORT OF 643'S DISCOVERY PROPOSAL PURSUANT TO COURT'S ORDER, AND FOR SANCTIONS

04/28/2017 Mandatory Settlement Conference ▼

Judicial Officer

Mandatory Settlement Conferences, -

Hearing Time

9:30 AM

05/15/2017 Jury Trial ▼

Judicial Officer

Master Calendar, -

Hearing Time

9:00 AM

Comment

JURY TRIAL 5 DAYS

## Financial

SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT COMPANY

Total Financial Assessment

\$2,735.00

Total Payments and Credits

\$2,735.00

4/10/2015	Transaction Assessment			\$435.00
4/10/2015	Case Payment	Receipt # 201504100768	SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT COMPANY	(\$435.00)
6/9/2015	Transaction Assessment			\$60.00
6/9/2015	Case Payment	Receipt # 201506090544	SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT COMPANY	(\$60.00)
8/13/2015	Transaction Assessment			\$20.00
8/13/2015	Case Payment	Receipt # 201508130215	SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT COMPANY	(\$20.00)
8/21/2015	Transaction Assessment			\$150.00
8/21/2015	Case Payment	Receipt # 201508210186	SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT COMPANY	(\$150.00)
9/11/2015	Transaction Assessment			\$530.00
9/11/2015	Case Payment	Receipt # 201509110035	SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT COMPANY	(\$530.00)



9/11/2015	Case Payment	Receipt # 201509110043	SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT COMPANY	(\$530.00)
12/3/2015	Case Payment	Receipt # 201512030774	SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT COMPANY	(\$20.00)
4/19/2016	Case Payment	Receipt # 201604190560	SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT COMPANY	(\$20.00)
8/10/2016	Transaction Assessment			\$500.00
8/10/2016	Transaction Assessment			\$30.00
8/10/2016	Case Payment	Receipt # 2016-034962-HOJ	ONE LEGAL LLC	(\$530.00)
8/11/2016	Transaction Assessment			\$60.00
8/11/2016	Transaction Assessment			\$30.00
8/11/2016	Case Payment	Receipt # 2016-035308-HOJ	ONE LEGAL LLC	(\$90.00)
9/15/2016	Transaction Assessment			\$60.00
9/15/2016	Transaction Assessment			\$30.00
9/15/2016	Case Payment	Receipt # 2016-044182-HOJ	ONE LEGAL LLC	(\$90.00)
9/23/2016	Transaction Assessment			\$20.00
9/23/2016	Case Payment	Receipt # 2016-045934-HOJ	OAKLAND SERVICE OF PROCESS, INC.	(\$20.00)
11/4/2016	Transaction Assessment			\$60.00
11/4/2016	Transaction Assessment			\$30.00
11/4/2016	Case Payment	Receipt # 2016-056407-HOJ	ONE LEGAL LLC	(\$90.00)
11/4/2016	Transaction Assessment			\$60.00
11/4/2016	Transaction Assessment			\$30.00
11/4/2016	Case Payment	Receipt # 2016-056466-HOJ	ONE LEGAL LLC	(\$90.00)
12/2/2016	Transaction Assessment			\$60.00
12/2/2016	Case Payment	Receipt # 2016-063657-HOJ	FTHENAKIS, BASIL P	(\$60.00)
FACEBOOK, INC, A DELAWARE CORPORATION				
	Total Financial Assessment			\$2,020.00
	Total Payments and Credits			\$2,020.00
9/8/2015	Transaction Assessment			\$465.00
9/8/2015	Case Payment	Receipt # 201509080735	FACEBOOK, INC, A DELAWARE CORPORATION	(\$465.00)
9/21/2015	Transaction Assessment			\$500.00
9/21/2015	Case Payment	Receipt # 201509210301	FACEBOOK, INC, A DELAWARE CORPORATION	(\$530.00)
12/23/2015	Transaction Assessment			\$60.00
12/23/2015	Case Payment	Receipt # 201512230474	FACEBOOK, INC, A DELAWARE CORPORATION	(\$90.00)
3/24/2016	Transaction Assessment			\$20.00
3/24/2016	Case Payment	Receipt # 201603240263	FACEBOOK, INC, A DELAWARE CORPORATION	(\$20.00)
4/8/2016	Case Payment	Receipt # 201604080810	FACEBOOK, INC, A DELAWARE CORPORATION	(\$90.00)
7/5/2016	Transaction Assessment			\$435.00
7/5/2016	First paper fee paid			(\$435.00)
9/23/2016	Transaction Assessment			\$60.00
9/23/2016	Transaction Assessment			\$30.00
9/23/2016	Case Payment	Receipt # 2016-046300-HOJ	OAKLAND SERVICE OF PROCESS, INC.	(\$90.00)
10/28/2016	Transaction Assessment			\$60.00
10/28/2016	Case Payment	Receipt # 2016-055086-HOJ	MEHTA, SONAL N	(\$60.00)
11/1/2016	Transaction Assessment			\$60.00
11/1/2016	Transaction Assessment			\$30.00
11/1/2016	Case Payment	Receipt # 2016-055635-HOJ	NATIONWIDE LEGAL, LLC	(\$90.00)
11/17/2016	Transaction Assessment			\$20.00
11/17/2016	Case Payment	Receipt # 2016-059892-HOJ	NATIONWIDE LEGAL, LLC	(\$20.00)



11/17/2016	Transaction Assessment			\$60.00
11/17/2016	Transaction Assessment			\$30.00
11/17/2016	Case Payment	Receipt # 2016-059902-HOJ	NATIONWIDE LEGAL, LLC	(\$90.00)
1/4/2017	Transaction Assessment			\$20.00
1/4/2017	Case Payment	Receipt # 2017-000232-HOJ	NATIONWIDE LEGAL LLC	(\$20.00)
1/18/2017	Transaction Assessment			\$20.00
1/18/2017	Case Payment	Receipt # 2017-003495-HOJ	NATIONWIDE LEGAL LLC	(\$20.00)

## Documents

### (S) COMPLAINT FILED

PROOF OF SERVICE OF NOTICE OF HEARING ON DEMURRER, ETC SERVED ON SEE SERVICE LIST BY OVERNIGHT DELI  
MEMORANDUM OF POINTS AND AUTHORITIES FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT IN SUPPOR  
APPLICATION BY ANDREW A. CAFFREY, III, ESQ. TO APPEAR AS COUNSEL PRO HAC VICE FOR SIX4THREE, LLC, A  
PROPOSED ORDER RECEIVED.

SUPPLEMENTAL DECLARATION OF BASIL P. FTHENAKIS RE PAYMENT OF REQUIRED FEE TO THE STATE BAR OF CA, E  
SUPPLEMENTAL DECLARATION OF JULIE E. SCHWARTZ REGARDING CALIFORNIA STATE BAR FEES FOR PRO HAC FILED  
STIPULATION AND ORDER EXTENDING TIME TO ANSWER TO F.A.C. SIGNED BY JOSEPH C. SCOTT ON 12/08/15.

(S) DEMURRER TO 1ST AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT FILED BY FACEB  
REQUEST FOR JUDICIAL NOTICE OF IN SUPPORT OF DEMURRER TO PLAINTIFF'S FIRST AMENDED COMPLAINT FILED  
ORDER SUSTAINING DEMURRER TO PLAINTIFF'S FIRST AMENDED COMPLAINT, SIGNED BY JUDGE AYOOB ON 01/27/16

(U) 2ND AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT FILED (AMENDED COMPLAINT)  
STIPULATION AND ORDER TO RESCHEDULE HEARING ON DEMURRER TO SAC SIGNED BY DONALD J. AYOOB ON 04/21/1  
OBJECTION TO REQUEST FOR JUDICIAL NOTICE FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT  
MEMORANDUM OF POINTS AND AUTHORITIES FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT IN OPPOSI  
CIVIL CASE COVERSHEET RECEIVED

30 DAY SUMMONS, ISSUED AND FILED.

PROOF OF SERVICE (PERSONAL) OF PLAINTIFF'S FIRST SET OF DEMANDS FOR INSPECTION DOCS TO DEFT FACEBOO  
CASE MANAGEMENT STATEMENT FILED BY FACEBOOK, INC, A DELAWARE CORPORATION.

PROOF OF SERVICE (BY MAIL) OF CASE MANAGEMENT STATEMENT SERVED ON SEE SERVICE LIST WITH A SERVICE D  
CASE MANAGEMENT STATEMENT FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT.

DECLARATION OF BASIL P. FTHENAKIS RE: SERVICE ON THE STATE BAR OF CALIFORNIA AND PAYMENT OF REQ FEE  
PROPOSED ORDER RECEIVED.

NOTICE OF HEARINF RE: APPLICATION OF ANDREW A. CAFFREY, I II, ESQ. FOR ADMISSION PRO HAC VICE FILED

PROOF OF SERVICE OF FACEBOOK, INC.'S NOTICE OF HEARING, ETC. SERVED ON SEE LIST BY HAND DELIVERY AN  
SUPPLEMENTAL DECLARATION OF BASIL P. FTHENAKIS RE PAYMENT OF REQUIRED FEE TO THE STATE BAR OF CA, E

(S) STIPULATION TO CONTINUE HEARING ON DEMURRER FILED

PROOF OF SERVICE OF SEE DOCUMENT LIST SERVED ON SEE SERVICE LIST BY OVERNIGHT DELIVERY - FEDEX WITH  
ORDER SUSTAINING DEMURRER TO PLAINTIFF'S FIRST AMENDED COMPLAINT, SIGNED BY JUDGE AYOOB ON 01/27/16  
FACEBOOK, INC, A DELAWARE CORPORATION'S RESPONSE TO PLTF'S OBJECTIONS TO REQUEST FOR JUDICIAL NOTI  
ORDER GRANTING APPLICATION FOR ADMISSION PRO HAC VICE, SIGNED BY JUDGE ETEZADI ON 10/19/15 FILED.

(L) 1ST AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT FILED (AMENDED COMPLAINT)  
ORDER GRANTING APPLICATION OF JAMES R. MCCULLAGH TO APPEAR AS COUNSEL, SIGNED BY JUDGE ETEZADI ON 1  
DECLARATION OF BASIL P. FTHENAKIS IN SUPPORT OF APPLICATION FOR EX PARTE ORDER EXTENDING FILED BY S  
STIPULATION AND ORDER TO EXTEND TIME TO RESPOND TO COMPLAINT FILED BY SIX4THREE, LLC, A DELAWARE LI  
NOTICE OF JURY FEE DEPOSIT BY PLAINTIFF FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT.

(S) DEMURRER TO COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT FILED BY FACEBOOK, INC, A  
REQUEST FOR JUDICIAL NOTICE OF IN SUPPORT OF DEMURRER TO PLTF'S COMPLAINT FILED BY FACEBOOK, INC, A  
NOTICE OF HEARING RE: APPLICATION OF DAVID S. GODKIN, ESQ. FOR ADMISSION PRO HAC VICE FILED BY SIX4  
MEMORANDUM OF POINTS AND AUTHORITIES FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILIT IN SUPPOR  
DECLARATION OF BASIL P. FTHENAKIS RE: SERVICE ON THE STATE BAR OF CALIFORNIA AND PAYMENT OF REQ FEE  
APPLICATION BY JAMES R. MCCULLAGH TO APPEAR AS COUNSEL PRO HAC VICE FOR FACEBOOK, INC, A DELAWARE C  
DECLARATION OF JULIE E. SCHWARTZ IN SUPPORT OF FACEBOOK INC'S REQUEST FOR JUDICIAL NOTICE FILED BY



MEMORANDUM OF POINTS AND AUTHORITIES FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY CORPORATION, IN OPPOSITION TO REQUEST FOR JUDICIAL NOTICE FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY CORPORATION, ON 03/20/17.

OBJECTION TO REQUEST FOR JUDICIAL NOTICE FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY CORPORATION, ON 03/20/17.

STIPULATION AND ORDER TO EXTEND TIME TO RESPOND TO 2ND AMENDED COMPLAINT SIGNED BY JOHN G. SCHWARTZ ON 03/20/17.

(S) DEMURRER TO 2ND AMENDED COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY CORPORATION, FILED BY FACEBOOK, INC., A DELAWARE CORPORATION, ON 03/20/17.

REQUEST FOR JUDICIAL NOTICE OF IN SUPPORT OF DEMURRER TO PLAINTIFF'S SECOND AMENDED COMPLAINT FILED BY FACEBOOK, INC., A DELAWARE CORPORATION, ON 03/20/17.

DECLARATION OF JULIE E. SCHWARTZ IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE AND, ETC. FILED BY FACEBOOK, INC., A DELAWARE CORPORATION, ON 03/20/17.

EX PARTE APPLICATION ORDER EXTENDING TIME FOR SERVICE OF PROCESS FILED.

DECLARATION OF BASIL P. FTHENAKIS REGARDING NOTICE OF PLAINTIFF'S APPLICATION FOR EX PARTE ORDER FOR SERVICE OF PROCESS, SIGNED BY JUDGE SCOTT ON 06/09/15 FILED.

MEMORANDUM OF POINTS AND AUTHORITIES FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY CORPORATION, IN SUPPORT OF ORDER EXTENDING TIME FOR SERVICE OF PROCESS, SIGNED BY JUDGE SCOTT ON 06/09/15 FILED.

PROOF OF SERVICE (QUESTIONABLE SERVICE) OF SUMMONS AND COMPLAINT OF SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY CORPORATION, ON 06/09/15 FILED.

CASE MANAGEMENT CONFERENCE

DECLARATION OF JEREMY E. JORDAN IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE FILED BY FACEBOOK, INC., A DELAWARE CORPORATION, ON 06/09/15 FILED.

DECLARATION OF JULIE E. SCHWARTZ IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE FILED BY FACEBOOK, INC., A DELAWARE CORPORATION, ON 06/09/15 FILED.

APPLICATION BY DAVID S. GODKIN, ESQ. TO APPEAR AS COUNSEL PRO HAC VICE FOR SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY CORPORATION, ON 06/09/15 FILED.

PROPOSED ORDER RECEIVED.

NOTICE OF HEARING REGARDING APPLICATION OF JAMES R. MCCULLAGH TO APPEAR AS COUNSEL PRO HAC VICE FILED BY FACEBOOK, INC., A DELAWARE CORPORATION, ON 06/09/15 FILED.

MEMORANDUM OF POINTS AND AUTHORITIES FILED BY FACEBOOK, INC., A DELAWARE CORPORATION, IN SUPPORT OF ORDER EXTENDING TIME FOR SERVICE OF PROCESS, SIGNED BY JUDGE SCOTT ON 06/09/15 FILED.

DECLARATION OF JEREMY E. JORDAN IN SUPPORT OF FACEBOOK INC'S REQUEST FOR JUDICIAL NOTICE FILED BY FACEBOOK, INC., A DELAWARE CORPORATION, ON 06/09/15 FILED.

PROOF OF SERVICE OF NOTICE OF HEARING ON DEMURRER, ETC SERVED ON SEE SERVICE LIST BY OVERNIGHT DELIVERY ON 06/09/15 FILED.

CAFFREY DECLARATION IN SUPPORT OF PLAINTIFF'S OBJECTION TO REQUEST FOR JUDICIAL NOTICE, FILED.

DEFT FACEBOOK'S REPLY IN SUPPORT OF DEMURRER TO FIRST AMENDED COMPLAINT, FILED.

FACEBOOK, INC., A DELAWARE CORPORATION'S RESPONSE TO PLAINTIFF'S OBJECTIONS TO REQUEST FOR JUDICIAL NOTICE, FILED.

DECLARATION OF JEREMY E. JORDAN IN SUPPORT OF REQUEST FOR JUDICIAL NOTICE FILED BY FACEBOOK, INC., A DELAWARE CORPORATION, ON 06/09/15 FILED.

PROOF OF SERVICE OF FACEBOOK, INC.'S NOTICE OF HEARING, ETC. SERVED ON SEE LIST BY FEDERAL EXPRESS ON 06/09/15 FILED.

DEFT FACEBOOK'S REPLY IN SUPPORT OF DEMURRER TO SECOND AMENDED COMPLAINT, FILED.

PROOF OF SERVICE OF SEE DOCUMENT LIST SERVED ON SEE SERVICE LIST BY FEDERAL EXPRESS WITH A SERVICE LIST, FILED.

NOTICE WITHDRAWAL AND DISCHARGE AS ATTORNEY OF RECORD FILED BY SIX4THREE, LLC, A DELAWARE LIMITED LIABILITY CORPORATION, ON 06/09/15 FILED.

Case Management Statement

CIV Minutes Order

Case Management Statement

CIV Minutes Order

Order ON DEMURRER TO PLAINTIFF'S SECOND AMENDED COMPLAINT

CIV Minutes Order

Answer / Response / Denial - Unlimited

Notice OF RULING

Application to Appear as Counsel Pro Hac Vice OF JAMES E. KRIZER, ESQ.

Notice of Hearing RE: APPLICATION OF JAMES E. KRIZER, ESQ. FOR ADMISSION PRO HAC VICE

Memorandum of Points & Authorities Filed IN SUPPORT OF APPLICATION OF JAMES E. KRIZER, ESQ. FOR ADMISSION PRO HAC VICE

Declaration OF BASIL P. FTHENAKIS RE: SERVICE ON THE STATE BAR OF CALIFORNIA AND PAYMENT OF REQUIRED FEE

Proposed Order Received RE: ORDER GRANTING APPLICATION OF JAMES E. KRIZER, ESQ. FOR ADMISSION PRO HAC VICE

Motion FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS, ETC

Memorandum of Points & Authorities Filed IN SUPPORT OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES

Separate Statement OF DEMANDS IN DISPUTE IN SUPPORT OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES

Declaration OF DAVID GODKIN IN SUPPORT OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES, ETC

Stipulation and Order to ADR

Proof of Service by FEDERAL EXPRESS served on SEE SERVICE LIST with a service date of 08/25/16

Opposition filed TO PLAINTIFF'S MOTION TO COMPEL FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS

Declaration OF JULIE W. SCHWARTZ ISO FACEBOOK'S OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL, ETC.

Separate Statement FACEBOOK'S RESPONSE SEPARATE STATEMENT ISO OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL

Reply IN SUPPORT OF NOTICE OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND FOR INSPECTION

CIV Minute Order

CIV Minute Order

Motion FOR PROTECTIVE ORDER

Memorandum of Points & Authorities Filed IN SUPPORT OF MOTION FOR PROTECTIVE ORDER

Declaration OF DAVID S. GODKIN ISO OF MOTION FOR PROTECTIVE ORDER

Document LETTER TO JUDGE KARESH IN REGARDS TO PROPOSED ORDER ON MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS, ETC. S

Order ON MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS, ETC. S

Motion FOR PROTECTIVE ORDER

Declaration OF JULIE E. SCHWARTZ ISO FACEBOOK'S MOTION FOR PROTECTIVE ORDER

Proof of Service by FEDERAL EXPRESS served on SEE SERVICE LIST with a service date of 09/22/16



Stipulation & Order CONTINUING HEARING ON SIX4THREE, LLC'S MOTION FOR PROTECTIVE ORDER signed by JUD

Opposition filed TO PLTFF'S MOTION FOR PROTECTIVE ORDER

Declaration OF JULIE E. SCHWARTZ IN SUPPORT OF FACEBOOK'S OPPOSITION TO PLTFF'S MOTION FOR PROTECTIV

Proof of Service by FEDERAL EXPRESS served on SEE SERVICE LIST with a service date of 09/29/16

Reply TO DEFENDANT FACEBOOK INC'S OPPOSITION TO PLAINTIFF'S MOTION FOR PROTECTIVE ORDER

Reply IN SUPPORT OF MOTION FOR PROTECTIVE ORDER

CIV Minute Order

CIV Minute Order

Notice OF APPEARANCE ON BEHALF OF FACEBOOK

Order STIPULATED PROTECTIVE ORDER signed by Judge Karesh 10/24/16

Order After Hearing signed by Judge Karesh 10/24/16 SIX4THREE'S MOTION FOR PROTECTIVE ORDER AND FAC

Opposition filed TO DEFENDANT FACEBOOK INC'S EX PARTE APPLICATION

Order GRANTING DEFT FACEBOOK INC'S EX PARTE APPLICATION TO CONTINUE OCTOBER 31 DOCUMENTS PRODUCTION

Order GRANTING DEFT FACEBOOK INC'S EX PARTE APPLICATION TO CONTINUE TRIAL SIGNED BY JUDGE GRANDSAERT

Ex Parte Filed APPLICATION TO CONTINUE OCTOBER 31 DOCUMENT PRODUCTION DEADLINE AND REMAINING CASE DE

Notice of Mandatory Settlement Conference and Jury Trial

Motion FOR A PROTECTIVE ORDER

Separate Statement IN SUPPORT OF DEFT FACEBOOK, INC'S MOTION FOR PROTECTIVE ORDER

Notice OF APPEARANCE OF CATHERINE KIM ON BEHLAF OF FACEBOOK

Motion FOR ORDER TO COMPEL FURTHER RESPONSES TO PLAINTIFF'S SPECIAL INTERROGATORIES

Memorandum of Points & Authorities Filed IN SUPPORT OF MOTION TO COMPEL FURTHER RESPONSES TO PLAINTI

Separate Statement OF ANSWERS TO PLAINTIFF'S SPECIALLY PREPARED INTERROGATORIES IN DISPUTE

Declaration OF DAVID S. GODKIN IN SUPPORT OF MOTION TO COMPEL FURTHER RESPONSES TO PLAINTIFF'S SPECI

Motion FOR ORDER TO COMPEL FURTHER RESPONSES TO DEMAND FOR INSPECTION OF DOCUMENTS (SET TWO)

Memorandum of Points & Authorities Filed IN SUPPORT OF MOTION FOR ORDER TO COMPEL FURTHER RESPONSES

Separate Statement OF DEMANDS IN DISPUTE (SET TWO)

Declaration OF DAVID S. GODKIN IN SUPPORT OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND

Motion TO COMPEL

Notice of LODGING OF DOCUMENTS WITH THE COURT CONDITIONALLY UNDER SEAL

Separate Statement of Facts in SUPPORT OF ITS MOTION TO COMPEL

Declaration OF LAURA E MILLER IN SUPPORT OF DEFT FACEBOOK INC'S MOTION TO COMPEL

Memorandum of Points & Authorities Filed IN SUPPORT OF ITS MOTION TO COMPEL

Proof of Service by MESSENGER SERVICE of DEFT FACEBOOK, INC'S NOTICE OF MOT/MOT TO COMPEL; MEMO P&A;

Opposition filed TO DEFT FACEBOOK INC MOTION FOR A PROTECTIVE ORDER; ETC

Opposition filed TO PLAINTIFF'S MOTION TO COMPEL FURTHER RESPONSES TO SPECIALLY PREPARED INTERROGATO

Response SEPARATE STATEMENT IN SUPPORT OF OPPOSITION TO PLTF'S MOTION TO COMPEL FURTHER RESPONSES TO

Declaration OF CATHERINE Y KIM IN SUPPORT OF FACEBOOK, INC'S OPPOSITION TO PLTF'S MOTION TO COMPEL F

Proof of Service by MAIL of FACEBOOK, INC.'S OPPOSITION TO PLTF'S MOTION TO COMPEL FURTHER RESPONSES

Opposition filed TO DEFT FACEBOOK INC'S MOTION FOR A PROTECTIVE ORDER LIMITING PRODUCTION RESPONSIVE

Opposition filed FACEBOOK, INC.'S OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL FURTHER RESPONSES TO DE

Response FACEBOOK, INC.'S RESPONSE SEPARATE STATEMENT IN SUPPORT OF OPPOSITION TO PLTF'S MOTION TO C

Proof of Service by MAIL of FACEBOOK, INC.'S OPPOSITION TO PLTF'S MOTION TO COMPEL FURTHER RESPONSES

Declaration OF CATHERINE Y KIM IN SUPPORT OF FACEBOOK, INC.'S OPPOSITION TO PLTF'S MOTION TO COMPEL

Reply DEFENDANT FACEBOOK, INC.'S REPLY MEMORANDUM IN SUPPORT OF ITS MOTION FOR A PROTECTIVE ORDER LI

Declaration OF LAURA E MILLER IN SUPPORT OF FACEBOOK, INC.'S REPLY MEMORANDUM IN SUPPORT OF ITS MOTI

Reply IN SUPPORT OF NOTICE OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO SPECIALLY PREPARED IN

Reply BY PLAINTIFF IN SUPPORT OF NOTICE OF MOTION FOR ORDER COMPELLING FURTHER RESPONSES TO DEMAND F

CIV Minute Order

CIV Minute Order

Ex Parte Filed PLTF SEX4THREE'S EX PARTE APPLICATION

Memorandum of Points & Authorities Filed IN SUPPORT OF PLTF'S EX PARTE APPLICATION

Declaration OF JAMES E KRUSER IN SUPPORT OF PLTF'S EX PARTE APPLICATION

Order Signed by Judge Karesh DENYING PLAINTIFF'S EX PARTE APPLICATION TO CONTINUE DEFT FACEBOOK, INC

Opposition filed DEFENDANT'S OPPOSITION TO PLAINTIFF'S EX PARTE MOTION

Substitution of Attorney as to Former Attorney: JULIE SCHWARTZ New Attorney: SONAL MEHTA

CIV Minute Order

Opposition filed TO DEFT FACEBOOK INC'S NOTICE OF MOTION TO COMPEL

CIV Minute Order

Notice of LODGING OF DOCUMENTS WITH THE COURT CONDITIONALLY UNDER SEAL

Reply DECLARATION OF LAURA E MILLER IN SUPPORT OF DEFT FACEBOOK, INC'S MOTION TO COMPEL

Reply MEMORANDUM OF POINTS AND AUTHORITIES OF DEFT FACEBOOK, INC'S IN SUPPORT OF ITS MOTION TO COMPE



Reply UNREDACTED VERSION OF DOCUMENT SOUGHT TO BE LODGED UNDER SEALED

Reply UNREDACTED VERSION OF DOCUMENT SOUGHT TO BE LODGED UNDER SEALED

CIV Minute Order

Order After Hearing Signed by Judge Karesh 12/12/16 GRANTING IN PART AND DENYING IN PART DEFT FACEBO

CIV Minute Order

Stipulation & Order Signed by: Judge DuBois on: 01/09/17 to ENTEND TIME TO RESPOND

Stipulation FOR ELECTRONIC SERVICE OF DOCUMENTS AND NOTICE

Stipulation & Order Signed by: JUDGE DUBOIS on: 01/18/17 TO EXTEND TIME TO RESPOND

Document DEFENDANT FACEBOOK, INC.'S DISCOVERY SUBMISSION

Declaration in Support OF DEFENDANT FACEBOOK,INC.'S DISCOVERY SUBMISSION

Document DISCOVERY PROPOSAL PURSUANT TO COURT'S DECEMBER 13, 2016 ORDER (REDACTED PUBLIC VERSION)

Declaration in Support OF 643'S DISCOVERY PROPOSAL PURSUANT TO COURT'S ORDER, AND FOR SANCTIONS

Notice OF LODGING DOCUMENTS WITH THE COURT CONDITIONALLY UNDER SEAL PURSUANT TO C.R.C. 2.551(B)(3)







# EXHIBIT E



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**From:** Sonal Mehta  
**Sent:** Friday, January 20, 2017 5:15 PM  
**To:** David Godkin; James Kruzer; bpf@criterionlaw.com  
**Cc:** SERVICE-SIX4THREE  
**Subject:** Six4Three, LLC v. Facebook, Inc., Case No. CIV533328

Counsel,

We have reviewed Plaintiff Six4Three LLC's January 12, 2017 Response To Defendant Facebook Inc.'s Specially Prepared Interrogatories (Set Two) seeking the basis for Six4Three's contentions with respect to the predicates for Section 17200. In its responses, Six4Three identifies a variety of state and federal laws that it contends that Facebook has violated, a number of which are facially inapplicable and for which we do not believe Six4Three could even assert a claim in good faith. Before we take action with the court, we ask that Six4Three review its contentions with respect to the underlying state and federal laws referenced in these interrogatory responses and let us know by 5 pm ET on Monday which of the predicate laws listed in the interrogatory responses Six4Three intends to pursue as a basis for its unlawfulness claim. If we do not hear from you by then, we will understand that Six4Three maintains its contentions that Facebook has violated the all of the laws identified therein and plans to assert those laws as a basis for its unlawfulness claim in the case going forward, including to oppose summary judgment and thereafter, and we will proceed accordingly.

Best,

Sonal N. Mehta | **Durie** Tangri LLP | [smehta@durietangri.com](mailto:smehta@durietangri.com) | (415) 376-6427



1 DURIE TANGRI LLP  
2 SONAL N. MEHTA (SBN 222086)  
3 smehta@durietangri.com  
4 LAURA E. MILLER (SBN 271713)  
5 lmiller@durietangri.com  
6 CATHERINE Y. KIM (SBN 308442)  
ckim@durietangri.com  
217 Leidesdorff Street  
San Francisco, CA 94111  
Telephone: 415-362-6666  
Facsimile: 415-236-6300

7 Attorneys for Defendant  
8 Facebook, Inc.

9 IN THE UNITED STATES DISTRICT COURT  
10 FOR THE NORTHERN DISTRICT OF CALIFORNIA

11 SIX4THREE, LLC,

12 Plaintiff,

13 v.

14 FACEBOOK, INC.,

15 Defendant.

Case No. 3:17-cv-00359

**PROOF OF SERVICE**



**PROOF OF SERVICE**

I am a citizen of the United States and resident of the State of California. I am employed in San Francisco County, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years, and not a party to the within action. My business address is 217 Leidesdorff Street, San Francisco, CA 94111.

On January 24, 2017, I served the following documents in the manner described below:

- **CIVIL COVER SHEET;**
- **NOTICE OF REMOVAL OF ACTION: UNDER 28 U.S.C. § 1441(A) (FEDERAL QUESTION);**
- **PROOF OF SERVICE**

☒ **BY ELECTRONIC SERVICE:** By electronically mailing a true and correct copy through Durie Tangri's electronic mail system from msotto@durietangri.com to the email addresses set forth below.

On the following part(ies) in this action:

Basil P. Fthenakis  
CRITERION LAW  
2225 E. Bayshore Road, Suite 200  
Palo Alto, CA 94303  
Telephone: 650-352-8400  
Facsimile: 650-352-8408  
bpf@criterionlaw.com

David S. Godkin  
James Kruzer  
BIRNBAUM & GODKIN, LLP  
280 Summer Street  
Boston, MA 02210  
Telephone: 617-307-6100  
godkin@birnbaumgodkin.com  
kruzer@birnbaumgodkin.com

*Attorneys for Plaintiff  
Six4Three, LLC*

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on January 24, 2017, at San Francisco, California.

/s/ Melissa Sotto  
Melissa Sotto



**PROOF OF SERVICE**

I am a citizen of the United States and resident of the State of California. I am employed in San Francisco County, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years, and not a party to the within action. My business address is 217 Leidesdorff Street, San Francisco, CA 94111.

On January 24, 2017, I served the following documents in the manner described below:

**NOTICE TO ADVERSE PARTY OF REMOVAL TO FEDERAL COURT**

☒ BY ELECTRONIC SERVICE: By electronically mailing a true and correct copy through Durie Tangri's electronic mail system from msotto@durietangri.com to the email addresses set forth below.

On the following part(ies) in this action:

Basil P. Fthenakis  
CRITERION LAW  
2225 E. Bayshore Road, Suite 200  
Palo Alto, CA 94303  
Telephone: 650-352-8400  
Facsimile: 650-352-8408  
bpf@criterionlaw.com

David S. Godkin  
James Kruzer  
BIRNBAUM & GODKIN, LLP  
280 Summer Street  
Boston, MA 02210  
Telephone: 617-307-6100  
godkin@birnbaumgodkin.com  
kruzer@birnbaumgodkin.com

*Attorneys for Plaintiff  
Six4Three, LLC*

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on January 24, 2017, at San Francisco, California.

  
Melissa Sotto



Exhibit 5



**From:** David Godkin

**Sent:** Wednesday, January 25, 2017 3:38 PM

**To:** Laura Miller <[LMiller@durietangri.com](mailto:LMiller@durietangri.com)>; Sonal Mehta <[SMehta@durietangri.com](mailto:SMehta@durietangri.com)>; Catherine Kim <[CKim@durietangri.com](mailto:CKim@durietangri.com)>

**Cc:** 'bpf@criterionlaw.com' <[bpf@criterionlaw.com](mailto:bpf@criterionlaw.com)>; James Kruzer <[kruzer@birnbaumgodkin.com](mailto:kruzer@birnbaumgodkin.com)>

**Subject:** RE: Six4Three LLC v. Facebook, Inc., San Mateo County Case No.: CIV

Counsel,

Facebook's removal of this case is nothing more than a transparent attempt to avoid complying with the summary judgment deadline. Notwithstanding Facebook's purported reasons, removal of the state-court case is inappropriate. 643's causes of action in the state-court case are based on common law and California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §17200 et. seq. The fact that 643 answered a special interrogatory seeking identification of laws it believes Facebook conduct violated by identifying state law, federal law, and common law violations does not confer federal jurisdiction. The case law is crystal clear on this point. *See, e.g., Kvam v. Chase Home Fin. LLC*, 2012 U.S. Dist. LEXIS 77218 (N.D. Cal. June 4, 2012); *Pope v. Wells Fargo Bank*, 2010 U.S. Dist. LEXIS 125341, 2010 WL 8388301 (E.D. Cal. Nov. 29, 2010); and *Carbonel v. ARA Loans and Realty, Inc.*, 2010 U.S. Dist. LEXIS 81991 (N.D. Cal. Aug. 12, 2010).

Please advise by the end of today whether Facebook will stipulate to remanding this case. If Facebook does not agree to remand the case, 643 intends to seek immediate relief from the court and reserves its right to recover its costs and attorneys' fees in doing so, as Facebook's removal is contrary to unambiguous legal authority.

If Facebook does not agree to remand this case, please advise by the end of the day today whether Facebook will stipulate to shorten the time for a hearing on 643's forthcoming motion to remand (which will be filed tomorrow) to Thursday, February 2, 2017 at 8 AM, with Facebook's responsive papers to be filed by Monday, January 30, 2017. If Facebook does not agree, we will also file a motion to shorten time seeking that relief.

Regards,

David



Exhibit 6



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**From:** Sonal Mehta  
**Sent:** Friday, January 20, 2017 5:15 PM  
**To:** David Godkin; James Kruzer; bpf@criterionlaw.com  
**Cc:** SERVICE-SIX4THREE  
**Subject:** Six4Three, LLC v. Facebook, Inc., Case No. CIV533328

Counsel,

We have reviewed Plaintiff Six4Three LLC's January 12, 2017 Response To Defendant Facebook Inc.'s Specially Prepared Interrogatories (Set Two) seeking the basis for Six4Three's contentions with respect to the predicates for Section 17200. In its responses, Six4Three identifies a variety of state and federal laws that it contends that Facebook has violated, a number of which are facially inapplicable and for which we do not believe Six4Three could even assert a claim in good faith. Before we take action with the court, we ask that Six4Three review its contentions with respect to the underlying state and federal laws referenced in these interrogatory responses and let us know by 5 pm ET on Monday which of the predicate laws listed in the interrogatory responses Six4Three intends to pursue as a basis for its unlawfulness claim. If we do not hear from you by then, we will understand that Six4Three maintains its contentions that Facebook has violated the all of the laws identified therein and plans to assert those laws as a basis for its unlawfulness claim in the case going forward, including to oppose summary judgment and thereafter, and we will proceed accordingly.

Best,

Sonal N. Mehta | **Durie** Tangri LLP | [smehta@durietangri.com](mailto:smehta@durietangri.com) | (415) 376-6427